



**GREATER HARTFORD TRANSIT DISTRICT  
REQUEST FOR PROPOSAL  
GHTD RFP #10-020**

**ADA PARATRANSIT MANAGEMENT SERVICES  
(RE-BID)**

**ONE UNION PLACE  
HARTFORD, CONNECTICUT 06103  
(860) 247-5329**

**ISSUE DATE: May 1, 2020**



## RFP KEY INFORMATION SUMMARY SHEET

**Request for Proposals:** ADA Paratransit Management Services (Re-Bid)

**Solicitation Number:** RFP #10-020

**RFP Issue Date:** May 1, 2020

**RFP Issuing Office:** Greater Hartford Transit District

**Procurement Officer:** LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Direct Phone: (860) 380-2012  
Email: [ldrake@ghtd.org](mailto:ldrake@ghtd.org)

**Proposal to be sent to:** Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103  
Attn: LaShaunda Drake

**Mandatory Pre-Proposal Conference:** May 18, 2020 at 10:00 AM Local Time  
*\*If an agency participated in the  
Pre-Proposal conference on 2-24-20,  
Participation is NOT mandatory*  
Web Meeting via GoToMeeting  
<https://global.gotomeeting.com/join/602273717>  
Dial in by phone: (872) 240-3311  
Access Code: 602-273-717

**Inquiries Deadline:** June 12, 2020; 12:00 PM Local Time

**Proposal Due Date and Time:** July 15, 2020 at 2:30 PM Local Time





## NOTICE

### **REQUEST FOR PROPOSALS GHTD RFP #10-020 ADA PARATRANSIT MANAGEMENT SERVICES (RE-BID)**

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide Management Services for its ADA paratransit operations. Proposal documents may be obtained by calling the District at (860) 380-2012 or emailing: [ldrake@ghtd.org](mailto:ldrake@ghtd.org). **A mandatory pre-proposal conference will be held on May 18, 2020 at 10:00 AM Local Time via GoToMeeting.** The purpose of the meeting is to outline requirements; discuss the facility, parking area and vehicles; as well as to provide the opportunity for questions. *Note: if an agency participated in the previous pre-proposal conference on February 24, 2020, this conference is NOT mandatory.* It is suggested that you confirm with the District that your agency is exempt prior to the conference.

Proposals shall be **submitted on or before 2:30 PM Local Time on July 15, 2020.** Proposals received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for proposals submitted is subject to a financial assistance contract between the District and the Connecticut Department of Transportation. Further, the equipment provided for the paratransit service is funded with Federal Transit Administration grants. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. The contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, small and/or minority business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all proposals as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.



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**EXHIBITS**

- A. Federally Required Contract Clauses
- B. State of Connecticut Grant Requirements
- C. District Procurement Procedures and Appeals Process
- D. Service Area Map
- E. Vehicle Inventory
- F. Preventive Maintenance Policy
- G. Performance Standards and Penalties
- H. General Information Form
- I. Required Certifications
- J. Cost Proposal Form
- K. Contract Document



# SECTION I - GENERAL INFORMATION

## 1. INTRODUCTION

The Greater Hartford Transit District (the “District”) is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of the demand-response ADA Paratransit Services for Greater Hartford Transit District.

The contractor selected will be responsible for all aspects of day-to-day management and operation including staff employment, training, and supervision of all transportation personnel; operation of vehicles; maintenance of the facility and all equipment; scheduling; dispatching, including appropriate response to cancellations; risk-management; and production of required reports.

## 2. DEFINITIONS

The following are definitions of special terms used in this RFP as well as some of the descriptive terms used in the delivery of paratransit services.

**Accessibility** - The extent to which facilities, including transit vehicles, are free of barriers and can be used by people who have disabilities, including wheelchair users.

**Accessible Vehicles** – For purposes of this solicitation accessible vehicle are those vehicles which, in compliance with ADA requirements, do not restrict access, are usable, and provide allocated space and/or priority seating for individuals who use wheelchairs, and which are accessible using lifts or ramps.

**Accident** - Any event or occurrence that involves a collision, explosion, fire or other loss-causing event during operations that results in property damage, injury, the emergency evacuation of persons or towing of a vehicle.

**ADA** - Americans with Disabilities Act; and all federal regulations pursuant to ADA.

**ADA Complementary Paratransit Service** -The Americans with Disabilities Act (ADA) requires public transit agencies that provide fixed-route service to provide “complementary paratransit” services to people with disabilities who cannot use the fixed-route bus service because of a disability. The ADA regulations specifically define a population of customers who are entitled to this service as a civil right. The regulations also define minimum service characteristics that must be met for this service to be considered equivalent to the fixed-route service it is intended to complement. In general, ADA complementary paratransit service must be provided within 3/4 of a mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare.

**Add-On Trip** - Any trip that was not part of a driver's original manifest (assignment), and was dispatched to a driver in real time.

**Ambulatory** – A passenger who is able to walk, with or without assistance.

**Authorized Signature** – The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

**Best and Final Offer (BAFO)** – The last Proposal made by a Proposer. If a BAFO is not specifically requested by the District, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

**Cancellation** - Any trip in which a passenger decides to cancel two (2) hours or more prior to the confirmed/negotiated pick up time.

**Companion** - A person accompanying the ADA-eligible passenger and whose pickup and drop-off are at the same location. Companion will pay the same fare as the ADA passenger.

**Contract** – The Proposal and its acceptance by the participating agencies (successful Proposer and District) as manifested by the contract documents.

**Contracting Officer** – The Contracting Officer is the person who is administering this contract on behalf of the District except as limited herein. The District Contracting Officer prior to and following contract award is the District’s Chief Operating Officer.

**Contractor** – The successful Proposer(s) who is (are) awarded a Contract for the provision of accessible paratransit services.

**Deadhead (Miles and Hours)** - The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:

- Leaving or returning to the operating base, garage or yard facility
- Changing routes
- When there is no expectation of carrying revenue passengers.

**Demand Response Service** – An advanced, user-oriented form of public transit where qualified passengers request transportation from a specific location to another specific location at a certain time. The service is characterized by flexible routing and scheduling of small/medium vehicles operating in a shared-ride mode between pick-up and drop-off locations based on passenger requests.

**Disabled** - Any person who by reason of illness, injury, age, congenital malfunction or other permanent or temporary incapacity or disability is unable, without special facilities, to use local transit facilities and services as effectively as people who are not so affected.

**District** – Greater Hartford Transit District

**Door-to-Door Service** – The form of paratransit service provided by the District that includes passenger assistance between the vehicle and the door of the passenger’s home or other destination. A higher level of service than curb-to-curb, yet not as specialized as “door-through-door” service, where the driver actually provides assistance within the origin or destination.

**ETA** - Vehicle's estimated time of arrival.

**ETA Calculation** - Vehicle's estimated time of arrival based upon the last performance of activity on scheduled assignment.

**Fixed Route Service** - Transit services where vehicles run on regular, scheduled routes with fixed stops and no deviation. Typically, fixed-route service is characterized by printed schedules or timetables, designated bus stops where passengers board and alight and typically the use of larger transit vehicles.

**FTA** - Federal Transit Administration.

**GPS/AVL** – Global Positioning System/Automatic Vehicle Locator

**Group** - Three (3) or more persons riding with a common pick-up and drop-off point.

**Holidays** - New Year's Day, Martin Luther King Jr. Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

**Incident** - An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but is reportable. This would include, but not be limited to, any non-vehicular occurrence outside the normal; any vehicular damage not defined above as "accident"; any bodily injury that is not received during an accident.

**Late Cancellation** - Any cancellation made less than two (2) hours before the confirmed pick-up time. This occurrence is treated the same as a No-Show.

**Manifest** - A manifest is defined as a list of passenger trips provided to the driver. The manifest includes at the minimum the following: customer name, pick up and drop off addresses and times, mobility devices used by the passenger, whether the passenger has a guest or an attendant, payment status and any other information specific to the passenger.

**Mean Distance Between Failures** - A measurement of efficiency determined by dividing the Contractor's total odometer miles in a fiscal period by the total number of vehicle mechanical breakdowns in the Contractor's fleet for the same period.

**Mobile Data Terminals (MDT)** – A wireless interactive, real-time data device which permit instantaneous, wireless communication between dispatchers and vehicle operators and transmits an electronic manifest display (assignment) to the driver in each vehicle. The MDT has an integrated data radio with GPS/AVL capability which provides the time, location, and odometer reading for each trip, as well as providing real time information regarding vehicle location, allowing for schedule modifications when needed. The District is currently using StrataGen MSlates.

**Mobility Device (Wheelchairs)** – A wheelchair is defined in the regulations as “a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.” The definition is consistent with the legislative history and intent to accommodate the wide range of devices used by individuals with mobility impairments. The definition does not include devices not intended for indoor use (e.g., golf carts or all-terrain vehicles) or devices not primarily designed to assist individuals with mobility impairments (e.g., bicycles or tricycles).

ADA operators must transport any wheelchair and occupant regardless of size and weight if the lift and the vehicle can physically accommodate them, unless doing so is inconsistent with legitimate safety requirements. Legitimate safety requirements include such circumstances when “a wheelchair was of a size that would block an aisle, interfering with safe evacuation of passengers in an emergency.” A wheelchair user’s request to board a paratransit vehicle separately from his or her device when the occupied weight of the device exceeds the design load of the vehicle lift should generally be granted.

**Negotiated** - Time passenger accepts (and confirms) when requested time is not available at the time reservation is made. The negotiation window is one hour before or after the requested time. The negotiation window is subject to the rider's practical travel needs.

**Non-Ambulatory** - Any person who uses a scooter or wheelchair for mobility.

**No-Show** - Passenger is not available for confirmed ride five minutes after the end of the on-time window on drivers manifest display, cancels ride less than two hours before the scheduled time, or declines trip when the driver arrives at the door. All no-shows must be authorized by the District.

**On-Time Performance** – The thirty (30) minute window buffering scheduled time used to assess timeliness of each pick up. This is fifteen (15) minutes before the scheduled time and fifteen (15) minutes after that time.

**Out of Service Record** - A trip scheduling software category used to indicate that the driver of an assignment has gone out of revenue service for a temporary period of time. This designation may be required for, but not limited to; lunch breaks, scheduled breaks, fixed stops or refueling.

**Paratransit Service** – Paratransit provides transportation for people with disabilities who are unable to use the regular, fixed route transit service that serves their region (as described in the Service Profile in Section II). The District’s paratransit service is a door-to-door service for people who call to schedule a ride in advance. Paratransit must be available in the same service areas and during the same hours of operation as the rest of the fixed-route transit system. Paratransit service must be provided as long as the trip starts and ends within 3/4 of a mile of a bus route. The service is characterized by flexible routing and scheduling of small/medium vehicles operating in a shared-ride mode between pick-up and drop-off locations based on passenger requests.

**Passenger** - An individual on board, boarding, or alighting from a revenue transit vehicle.

**Passenger Fares** - The revenue earned from carrying passengers in regularly scheduled services.

**Personal Care Attendant (PCA)** - Personal Care Attendants are individuals whose assistance is needed by a passenger to travel. Anyone who is involved in the "helping process" required by the passenger to travel, either while riding on the service or after reaching a destination, is considered a PCA. That person may ride for free. They must be picked up and dropped off at the same location as the passenger.

**Productivity** – The number of trips delivered per revenue hour.

**Proposal** – A promise, if accepted, to provide services according to the underlying solicitation of the District using the prescribed form in the solicitation, including any Proposal or BAFO.

**Proposer** – A legal entity that makes a Proposal.

**Purchased Transportation** - Transportation service provided to a public transit agency or governmental unit from a public or private transportation provider based on a written contract/agreement for a specific monetary consideration, using its own employees to operate revenue vehicles.

**Requested Time** - The pick-up time passenger requests when a reservation is made.

**Rescheduled Trip** - Any trip scheduled again, such as a return trip from a delayed medical appointment, or when a passenger requests a return trip after a No-Show. Once a rescheduled trip time is agreed upon, the rescheduled trip is subject to the same on-time performance requirements as any other trip.

**Revenue Service (Miles, Hours, and Trips)** - The time when a vehicle/driver is available to carry passengers and these passengers pay fares directly, pay through subsidized third parties, or payment is made through some contractual arrangement. This shall include travel to the pick-up point, assisting passengers to and from the vehicle and while passengers are on board the vehicle. Revenue service also includes layover and/or recovery time; however, it excludes deadhead (non-passenger miles and hours to and from the operating base or garage). It also excludes vehicle maintenance testing;

**RFP** – Request for Proposals

**Service Area** - The geographic area in which the Contractor will provide transportation. This area is detailed in the Service Profile, Section II.

**Solicitation** – District’s Request for Proposals

**Tour** - The scheduled trips to be performed by one driver during his/her work shift.

**Trip** - The act of transporting one person from one predetermined location to another.

**Trip Denial** - Any time the District does not accommodate the passenger’s requested time and/or another time within one (1) hour before or one (1) hour after the requested time. All trip denials are reported.

**Trip Variance** - Any time the District successfully negotiates a trip reservation with a passenger that is more than sixty (60) minutes different from the originally requested time.

**Vehicle Service (Miles, Hours and Trips)** - The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its operating base or garage to go into revenue service to the time it pulls in from revenue service.

### **3. SUBMISSION OF PROPOSALS**

Proposers shall submit their proposal prior to **2:30 PM Local Time on Wednesday, July 15, 2020** to:

LaShaunda Drake

Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

Proposals shall be prepared as described in Section III of this RFP.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by the District as constituting a legal offer by the Proposer to perform the required services as the proposed price.

#### **4. PROPOSAL INQUIRIES**

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to LaShaunda Drake on or before **12:00 PM Local Time, on June 12, 2020**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document. The final Addendum for the project will be issued no later than **Wednesday, June 24, 2020**.

#### **5. PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal conference will be held on **May 18, 2020 at 10:00 AM Local Time** via GoToMeeting. The purpose of the meeting is to outline requirements; to discuss the facility, parking area and vehicles; as well as to provide the opportunity for questions. Note: if an agency participated in the previous pre-proposal conference on February 24, 2020, this conference is NOT mandatory. It is suggested that you confirm with the District that your agency is exempt prior to the conference.

To join the GoToMeeting, visit: <https://global.gotomeeting.com/join/602273717>

You can also dial in using your phone: (872) 240-3311

Access Code: 602-273-717

The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference.

Note: Attendance at the Pre-Proposal Conference is **mandatory**. (Unless the requirement above is met.)

#### **6. COMMENCEMENT OF SERVICES/TERM OF CONTRACT**

It is the intent of the District to execute an agreement with the successful Proposer, to commence **October 1, 2020**. The agreement between the District and the successful proposer shall be for a three (3) year period. Two one year options may be exercised, singularly, or in multiple years, at the sole discretion of the District.

## **7. QUALIFICATION OF PROPOSERS**

Proposing firms should have the following qualifications:

- a. Minimum ten (10) years of experience in providing passenger transportation.
- b. Minimum ten (10) years of experience maintaining a fleet of vehicles similar in size.

By submitting a Proposal, Proposers certify that they are not on State, federal, or Local Agency Lists of Ineligible Contractors.

All Proposers must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract. The Offeror must provide proof with its Proposal that the following Minimum Qualification has been met:

The Offeror shall have relevant experience with paratransit industry services and applications including all operations and maintenance functions. Experience must be commensurate with the capacity to manage and operate at least 165 vehicles. As examples, Offerors shall describe two projects (contracts) similar in size, scope, and complexity to the requirements outlined in the Scope of Work of this RFP. Examples may include on-going contracts or contracts which have been completed within the last five years.

At a minimum, each contract's description must include:

1. Customer name and address;
2. A complete description of the services provided, specifically outlining the extent to which the work required under the contract is similar in size, scope, and complexity to the requirements of the Scope of Work of this RFP;
3. Contract value and period of performance (noting whether the effort is ongoing or concluded within the last 5 years);
4. Size of operation and location(s) involved;
5. Summary of your organization's role and activities;
6. Indicate whether or not the referenced work was successfully completed.

NOTE: It is not sufficient to merely state that past or ongoing projects are similar in size, scope, and complexity, and are relevant to the requirements of this solicitation. The Offeror shall provide rationale describing how each cited project is indeed similar in size, scope, and complexity.

Additionally, as proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years to attest to the Offeror(s)'s experience within the transportation industry.

## **8. FUNDING**

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the State of Connecticut Department of Transportation and between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

#### **9. FEDERAL GRANT REQUIREMENTS**

Contractor must comply with Federal Grant Terms and Conditions (Exhibit A).

#### **10. STATE GRANT REQUIREMENTS**

Contractor must comply with State Grant Requirements (Exhibit B).

#### **11. PROCUREMENT AND APPEALS PROCESS**

The District's procurement procedures and appeals process are contained in Exhibit C.

#### **12. SPECIAL PROVISION – SMALL and MINORITY BUSINESSES**

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut ([www.das.state.ct.us](http://www.das.state.ct.us)) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised.

Proposer will submit a statement indicating its own SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let. There is no goal set for SBE/MBE utilization on this project, however the District does have an annual SBE goal of 25%. See attached Certification for SBEs. The use of SBE/MBE and/or DBE subcontractors is encouraged if feasible. (EXHIBIT I – Certifications.)

#### **13. SUBCONTRACTING**

The Proposer must list the names and business locations of any proposed subcontractors, with their submitted Proposal, using the form included in Exhibit I. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the



subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

#### **14. VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of a hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other bidders upon announcement of award, if requested by such other bidders

By responding to this RFP, the Proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

#### **15. ADDENDA AND PROPOSAL REJECTION**

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal.

The District reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as a direct result of Proposals received or elect to negotiate with Proposers.

#### **16. PROPOSAL WITHDRAWAL**

The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person, or by written or facsimile notice to the official listed in this document. If a proposal is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

#### **17. EXCEPTIONS TO RFP**

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

#### **18. CONTRACT DOCUMENTS**

The form of Contract attached hereto as Exhibit K, shall be executed as it appears in the Attachment. Any exceptions to be taken by a Proposer must be clearly listed in the Proposal, on a separate page clearly marked "Proposer Contract Exceptions". Terms and conditions proposed by a Proposer that do not comply in substance with all material requirements of the RFP, are contrary to the best interests of the District, or that are inconsistent with District policy, will not be accepted. The District may disqualify any Proposal that, in the District's sole and absolute discretion, contains exceptions to material provisions of the form of Contract. If the selected Proposer attempts to negotiate the Contract (except for the proposed Contract exceptions set forth in the selected Proposer's list accompanying the Proposal), then the District in its sole and absolute discretion may disqualify the selected Proposer and/or reject the selected Proposer's proposal and/or deem the selected Proposer's proposal to be withdrawn by the selected Proposer and award the Contract to the next most responsive and responsible Proposer, notwithstanding any contrary or inconsistent notice of award, notice to proceed or any other written or oral representation, warranty, promise, or agreement made or issued by the District.

## **19. INSURANCE REQUIREMENTS**

The Contractor shall, at its sole cost and expense, maintain the following insurance in full force and effect during the term of services provided by the Contractor under this procurement:

- Workers' Compensation and Employers Liability:
  - Statutory workers compensation insurance in accordance with the laws of the State of Connecticut
  - Employers liability insurance with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit
- Broad Form Commercial General Liability Insurance to include:
  - Premises/operations,
  - Contractual liability,
  - Personal and advertising injury and death,
  - Products liability/completed operations, and
  - Property damage,

with the following minimum limits of liability, and no general aggregate:

- \$10,000,000 -- Per occurrence
  - \$10,000,000 - Damage to Premises
  - \$10,000,000 - Products liability/completed operations aggregate
  - \$10,000,000 – Personal & Advertising Injury
  - \$10,000,000 -- Combined single limit per occurrence
- Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, and to include "door-to-door service" as described in this RFP. The minimum liability limits will be:
    - \$10,000,000 -- per occurrence for bodily injury
    - \$10,000,000 – per person for bodily injury
    - \$10,000,000 - per occurrence for Property Damage,
    - \$10,000,000 -- Combined single limit

Such coverage shall also include automobile collision and comprehensive coverage equal to the full replacement value of each District vehicle, and such

coverage shall not include an annual aggregate.

- Fidelity bond coverage in the amount of not less than \$500,000 to protect against employee theft or fraud regarding funds or tangible or intangible property

The Contractor will be responsible for paying all increases in vehicle insurance costs due to a poor loss record during the term of procured service.

All insurance shall be on an occurrence basis, carried by an insurance company admitted to do business in Connecticut, rated "A-VI" or better in the most recent A.M. Best Insurance Rating Guide, and approved by the District. The District reserves the right to increase the amount or types of coverage after written notice to the Contractor at any time. In any event, at a minimum, such insurance coverage shall comply with statutory and regulatory requirements. Any variances from the required types and minimum amounts of insurance coverage shall be considered by the District upon written request from the Contractor explaining the reasons therefore, but shall not be implemented without the prior written approval of the District, which may be withheld in its sole and absolute discretion. All deductibles shall be subject to the prior written approval of the District, and all deductibles shall be the responsibility of the Contractor.

All insurance policies (excluding workers compensation) shall include the District, the State of Connecticut, the Federal Transit Administration and each participating municipality in the District as additional insureds for the Contractor's full limits of coverage.

Each insurance policy required hereunder shall be endorsed as follows: (1) the insurer waives the right of subrogation against the additional insureds, their officials, officers, employees, agents and representatives, (2) except for workers' compensation facilities, the policies shall be primary and non-contributing with any insurance that may be carried by the additional insureds (including any self-insured retention); and (3) the policies may not be canceled or materially changed (which shall include, without limitation, any reduction in scope of coverage or limits) except after thirty (30) calendar days' (ten (10) calendar days for non-payment) prior written notice by the insurer to the District. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Such insurance shall protect the District, the State of Connecticut, the Federal Transit Administration and each participating municipality in the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the project equipment for the purposes of this program and for any other purpose. The District does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Contractor. It is the sole responsibility of Contractor to determine the need for and to procure additional coverage which may be needed in connection with the Contract.

No project equipment shall be operated by the Contractor until the Contractor has delivered to the District certificates of insurance evidencing the required coverage, naming the District, the State of Connecticut, the Federal Transit Administration and each participating municipality in the District as an additional insured, indicating that the other insurance requirements of this Section are satisfied, and executed by an authorized representative. The form of certificate shall be an Acord 25 Form unless otherwise approved by the District. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated

on the certificate. At least ten (10) days prior to the termination, expiration or lapse of any such insurance coverage, the Contractor shall provide certificates of insurance evidencing renewal or replacement coverage meeting the requirements herein. At least fifteen (15) calendar days prior to the annual renewal of the motor vehicle registration applicable to any project equipment, the Contractor shall submit to the District a certificate of insurance for such project equipment evidencing the coverage required hereunder. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

Contractor's failure to procure or maintain required insurance will constitute a material breach of the Agreement.

Contractor waives all rights of subrogation against the District that might arise by reason of any payment under any policy required by the Contract.

All insurance is subject to review by an insurance consultant chosen by the District in the event the District deems it necessary. Within ten (10) business days following the District's written demand, the Contractor will deliver to the District certified copies of all insurance policies evidencing the coverage required herein.

#### **A. Indemnification and Hold Harmless**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its respective members, officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's services under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence or willful misconduct of the Contractor or any entity for which it is legally responsible or vicariously liable and regardless whether the claim is presented by an employee of Contractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Contract or any additional insured endorsements which extend to the Indemnified Parties. This indemnification shall survive the completion of the Contractor's services or the termination of this Contract.

#### **B. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any

subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers' compensation and Professional Liability insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. With the exception of Professional Liability Insurance, each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

### **C. Performance Bond**

Upon execution of a contract, Contractor shall furnish at its sole cost and expense a Performance Bond in a form satisfactory to the District as a guarantee of good faith that Contractor will comply with the terms of the contract. The performance bond shall be in the amount of \$500,000 and shall be issued by an insurer authorized to transact surety business within the State of Connecticut and who is satisfactory to the District. The performance bond shall remain in full force and effect for the entire term of the contract, including any extension or renewal terms if exercised by the District. The Contractor submitting a proposal must include with its proposal a letter from a surety providing evidence that such Contractor has the ability to obtain the required performance bond.

## **20. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

- A. Federally Required Contract Clauses**
- B. State of Connecticut Grant Requirements**
- C. District Procurement Procedures and Appeals Process**
- D. Service Area Map**
- E. Vehicle Inventory**
- F. Preventive Maintenance Policy**
- G. Performance Standards and Penalties**
- H. General Information Form**
- I. Required Certifications**

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificates of MBE/SBE Participation
- Certificate for Subcontractor Use
- Title VI Contractor Assurance

**J. Cost Proposal Form**

**K. Contract**

## **SECTION II - TECHNICAL**

### **1. BACKGROUND**

The Greater Hartford District is located in the Capitol Region of the State of Connecticut. The District, under contract to the Connecticut Department of Transportation (CTDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the following CTTRANSIT Divisions: Greater Hartford/Capitol Region area and New Britain/Bristol Division. ADA paratransit must be provided within 3/4 of a mile of all local CTTRANSIT bus and CTfastrak routes.

The District currently contracts with First Transit Inc., a private operator, for both services. The system is operated out the District's ADA Operations and Maintenance Facility at 148 Roberts Street, East Hartford, with vehicles owned by the District. Total Square Footage of the facility is: 36,667

- First Floor Maintenance Area – 19,487 s.f.
- Service Area Exterior (fuel bay) - 3,045 s.f.
- Service Interior (wash bay) - 2,322 s.f.
- Second Floor Administration – 11,813 s.f.

The tables below detail the service hours, total miles and unlinked passenger trips over the past 5 years.

The service provided is a shared-ride, door-to-door transportation service for people who are unable to use fixed-route public transit due to disability. "Shared ride" means that multiple passengers may ride together in the same vehicle; and "door-to-door service" means escorting customers from the outermost exterior door of the customer's pick-up address and onto the vehicle, and from the vehicle to the outermost exterior door of the customer's drop-off address. At some locations drivers can assist the rider into the lobby area, for instance in a hospital or nursing home.

The equipment, furniture, computers, phone, etc. in the operations/maintenance facility (with the exception of such equipment as listed later in this RFP) is owned by the District. The District provides dispatch and GPS software, scheduling software Trapeze 15.0-18.0 and, MDCs and MDTs, Stratagen version 6.0. The Stratagen mobile data computers are integrated with the Trapeze software system.

<b>SERVICE HOURS</b>						
	<b>2015</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Month	HARTFORD	NEW BRITAIN	COMBINED	COMBINED	COMBINED	COMBINED
JAN	19,286.20	3,331.44	26,486.00	28,054.90	26,441.80	29,340.70
FEB	19,153.20	3,387.68	27,201.20	26,079.40	25,330.30	27,276.20
MAR	22,755.70	3,790.81	29,966.10	30,035.00	26,282.20	29,985.90
APR	23,152.10	3,768.02	28,306.90	27,981.30	27,214.10	30,929.80
MAY	22,039.30	3,560.21	29,123.70	30,173.30	29,401.40	31,556.80
JUNE	22,779.80	3,788.89	28,846.80	28,838.20	27,384.40	28,992.40
JULY	25,998.77		25,883.00	26,257.70	26,313.40	29,267.10
AUG	24,772.63		28,857.60	29,233.40	29,408.80	29,470.80
SEPT	25,081.87		28,301.20	27,449.20	26,747.20	28,696.90
OCT	28,240.80		29,164.70	29,859.90	31,502.50	31,819.70
NOV	26,884.60		28,606.30	27,358.80	29,272.90	27,792.20
DEC	28,774.90		28,906.80	26,287.70	27,788.40	27,666.80
<b>TOTAL</b>	<b>310,546.92</b>		<b>339,650.30</b>	<b>337,608.80</b>	<b>333,087.40</b>	<b>352,795.30</b>

<b>TOTAL MILES</b>						
	<b>2015</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Month	HARTFORD	NEW BRITAIN	COMBINED	COMBINED	COMBINED	COMBINED
JAN	296,271.00	51,434.00	400,677.00	421,209.0	425,863.00	460,208.00
FEB	283,481.00	50,408.00	408,662.00	389,415.0	410,133.00	420,793.00
MAR	348,556.00	60,279.00	460,810.00	450,729.0	426,837.00	469,460.00
APR	356,132.00	60,101.00	434,273.00	418,164.0	445,753.00	488,667.00
MAY	337,070.00	56,255.00	449,534.00	452,041.0	482,761.00	490,799.00
JUNE	349,844.00	60,725.00	440,260.00	441,811.0	452,260.00	450,432.00
JULY	353,848.00		392,424.00	410,723.0	434,801.00	464,347.00
AUG	344,921.00		438,956.00	472,103.0	481,248.00	467,946.00
SEPT	366,905.00		429,516.00	446,026.0	433,071.00	462,001.00
OCT	442,156.00		440,997.00	476,107.0	505,744.00	513,175.00
NOV	409,143.00		433,492.00	446,635.0	459,624.00	442,985.00
DEC	427,105.00		428,706.00	429,117.0	431,793.00	438,107.00
<b>TOTAL</b>	<b>4,654,634.0</b>		<b>5,158,307.00</b>	<b>5,254,080.0</b>	<b>5,389,888.00</b>	<b>5,568,920.00</b>



<b>UNLINKED PASSENGER TRIPS (ADA+PCA+COMP)</b>						
	<b>2015</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Month	HARTFORD	NEW BRITAIN	COMBINED	COMBINED	COMBINED	COMBINED
JAN	31,595	5,064	42,054	41,254	40,156	42,069
FEB	29,958	4,817	41,377	37,438	39,635	38,557
MAR	38,246	6,011	46,942	43,181	40,527	43,807
APR	38,606	6,089	44,627	40,207	42,408	45,214
MAY	37,440	5,895	46,015	43,953	44,864	46,678
JUNE	37,406	6,222	44,986	41,940	41,821	41,736
JULY	36,620		38,909	37,799	40,312	43,452
AUG	36,306		43,285	43,255	44,591	44,830
SEPT	39,779		43,262	41,079	40,333	43,333
OCT	46,159		44,310	45,056	47,350	48,475
NOV	41,151		43,728	41,965	42,724	41,972
DEC	44,862		42,347	40,634	40,067	39,030
<b>TOTAL</b>	<b>492,226</b>		<b>521,842</b>	<b>497,761</b>	<b>504,788</b>	<b>519,153</b>

<b>TOTAL HOURS</b>						
	<b>2015</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Month	HARTFORD	NEW BRITAIN	COMBINED	COMBINED	COMBINED	COMBINED
JAN	20,198.20	3,331.44	28,018.20	29,468.20	28,311.40	31,516.00
FEB	19,990.60	3,387.68	28,662.20	27,353.80	26,677.50	29,226.30
MAR	23,728.80	3,790.81	31,440.10	31,580.30	27,871.40	32,230.10
APR	24,154.20	3,768.02	29,620.00	29,407.30	28,966.70	33,253.50
MAY	22,975.10	3,560.21	30,335.80	31,766.90	31,643.00	33,845.40
JUNE	23,765.30	3,788.89	30,136.00	30,640.40	29,288.90	30,992.80
JULY	23,342.90		27,170.60	28,186.40	28,241.20	31,436.60
AUG	22,710.00		30,233.60	31,441.30	30,872.70	31,538.20
SEPT	24,073.70		29,721.20	29,756.20	28,011.90	30,676.80
OCT	29,492.40		30,640.90	31,978.00	32,947.00	33,857.40
NOV	28,117.00		30,064.50	29,743.40	30,966.30	29,707.80
DEC	30,440.50		30,399.30	28,497.40	29,707.00	29,822.80
<b>TOTAL</b>	<b>314,615.75</b>		<b>356,442.40</b>	<b>359,819.60</b>	<b>353,505.00</b>	<b>378,103.70</b>

## 2. STATEMENT OF WORK

The District will select a Contractor to operate and manage ADA paratransit service in the area specified in a manner acceptable to the District and in strict compliance with this Scope of Work, and with the requirements set forth herein. The District provides door-to-door paratransit service for persons with a disability who are unable to use the fixed route system. This contract will be with a single operator, who will have the responsibilities for management, call center operation, vehicle maintenance, facility maintenance and operational functions of lift equipped vehicle ADA Complementary Paratransit Service.

As set out more fully in later sections of this RFP, the Contractor's responsibilities will include the hiring and training of adequate personnel for the operation and maintenance of District provided vehicles, and dispatching of those vehicles, based upon passenger scheduling and dispatching performed by the Contractor and upon manifests generated by the Contractor. The Contractor will also be responsible for assisting the District in the development and maintenance of policy direction and standards for the day-to-day administration of services provided for under this scope of service.

The Contractor selected to provide this service must be able to demonstrate its ability to provide high level of performance of all tasks related to the operation of these services. The Contractor must ensure that safe, reliable, and courteous service is provided. The Contractor must demonstrate that they can meet the service standards throughout the term of the contract and must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.

### **3. GENERAL RESPONSIBILITIES OF THE DISTRICT**

The District will establish policies and procedures for the provision of this service. The District will have management oversight of this contract and provide a fleet of vehicles, operations facility, and other items to meet the needs of the program. During the term of this agreement, the District will provide the following:

- ◆ Determine eligibility for the ADA program;
- ◆ Input eligible rider information into the paratransit scheduling software;
- ◆ Provide paratransit vehicles;
- ◆ Provide the supervisory and support vehicles;
- ◆ Provide fuel, tires, radio maintenance, communication (voice/Data) related equipment and services;
- ◆ Provide an Operations and Maintenance facility for the Paratransit service.
- ◆ Provide telephone numbers, and telephone system;
- ◆ Maintain scheduling software and Mobile Data Terminals;
- ◆ Provide and maintain computer software and hardware;
- ◆ Provide Drug and Alcohol Testing Services and Employee Assistance Program Services for all safety sensitive employees;
- ◆ Audit Contractor's invoices prior to reimbursement.

The Contractor agrees that the District provided equipment will not be used for any purpose other than that required for operating and maintaining the activities associated with the ADA paratransit operation.

The District will perform operations oversight. Examples of oversight practices include but are not limited to:

- Announced and unannounced field observations of operations;
- Monitoring staff levels;
- Observing staff training programs;
- Announced and unannounced safety audits.

#### **4. GENERAL RESPONSIBILITIES OF CONTRACTOR**

The Contractor shall provide paratransit services described in this RFP in a safe, efficient, and economical manner. The Contractor shall coordinate, manage, provide for, and control all activities needed to operate those paratransit services and shall provide project management. Customer service, on-time performance and safety are critical to the successful operations of this program. The Contractor must provide all personnel required to provide the service and is expected to provide staff with the necessary qualifications to supervise and train employees, administer policies and procedures, and be responsive to the unexpected situations that can arise. The Contractor shall take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing the paratransit services. The Contractor shall provide for full and competent technical services to handle and correct any and all problems that arise associated with the operation of the paratransit services provided under this RFP.

Unless otherwise directed by the District, the Contractor will be responsible for providing the following services and resources, as described herein and as such may be modified by the District from time to time:

- Provide overall management of the paratransit service and operations concerned therewith;
- Work with District provided software systems: Trapeze 18.0 and Stratagen 6.0;
- Provide an IVR (interactive voice response) or some other system to notify riders when the vehicle is on its way to reduce passenger no-shows and increase scheduled productivity;
- Provide qualified personnel having transit management, paratransit operation, safety/security training, and facility/vehicle maintenance experience necessary to successfully perform this contract in accordance with all requirements;
- Maximize the availability and quality of ADA Paratransit services;
- Demonstrate a professional sensitivity in serving people with disabilities in every phase of operations;
- Implement and promote policies that advance the District's values.
- Efficiently utilize financial and other resources allocated to the contracted service;
- Provide personnel management, including hiring and training of staff, administering policies and procedures;
- Provide door to door transportation of passengers in accordance with all District requirements;
- Receive calls and reservations from passengers;
- Verify the eligibility of all passengers;
- Verify that the trips are within the District's service area;
- Schedule trips for the most effective combination of passenger needs, vehicle availability, and efficiency;
- Handle all emergencies and incidents including customer, vehicle, facility, and other;
- Utilize and maintain the operations/maintenance facility in accordance with all policies and requirements;

- Keep track of required preventative maintenance for the facility and equipment and work with the District to schedule all PM visits.
- When equipment repairs are needed notify the District prior to scheduling repairs.
- Review and analyze scheduled and actual productivity to recommend changes such as the Trapeze software parameter, schedules, and so forth to improve productivity;
- Implement a complaint procedure which meets Federal, State and District regulations and requirements;
- Respond promptly and precisely to the District's staff request for information and reports;
- Gather, maintain, and provide vehicle manifests, reports, daily cash fare reconciliation, documentation and data in accordance with all requirements;
- On a monthly basis, provide to the District, a reconciliation of cash fares, tickets collected and ridership, as documented in trip manifests;
- Provide all operating, financial and performance reports in a timely manner in order to allow the District to review their content or incorporate the data into reports and plans as appropriate for timely delivery to the final user. All invoices and monthly reports will be due on or before the tenth (10<sup>th</sup>) calendar day of the succeeding month;
- Maintain written and verbal communication with the District to the satisfaction of the District's Operations Administrator and/or Executive Director;
- Attend regularly scheduled and special meetings with the District staff at the request of the District management;
- Ensure that all of the Contractor's staff undergo sensitivity training, customer service training, fraud prevention training, and any other required training;
- Keep an updated EEO Policy and provide updates to the District as requested;
- Participate in the development and updates to the District's Public Transit Agency Safety Plan (PTASP) and Transit Asset Management Plan (TAM);
- The Contractor is responsible for inspections, reports, and maintaining records for the Spill Prevention, Control, and Countermeasure (SPCC) and Stormwater Pollution Prevention Plan (SWPPP). This includes but is not limited to:
  - Monthly inspection documentation for SPCC areas;
  - Monthly inspection documentation for SWPPP areas;
  - Quarterly visual monitoring records;
  - Semi-annual analytical monitoring;
  - Annual SWPPP and SPCC training logs;
  - Other applicable items such as maintenance and corrective action records, records of spill events, etc. if/as applicable;
  - Submission of all reporting and documents to the District's environmental consultant for review. The current consultant at this time is Comprehensive Environmental Inc. (CEI).
- Participate in the District's Triennial Review and prepare information requested by District management in a timely manner;

- The Contractor shall submit itemized staffing level reports, including at minimum, job function, job title, and whether staff are full-time or part-time for all staff assigned to the Contractor, as required by the District;
- The Contractor shall develop a contingency plan, in their proposal, to address continuance of service in the event of an Operator or maintenance work stoppage;
- Upon award of contract, the Contractor shall submit a Staffing Plan, along with a copy of the Contractor's employee handbook (or equivalent), to the District for review and approval. The Staffing Plan shall describe the Contractor's approach, including ratios of staff in relations to demand forecasts as appropriate and specific to measures including but not limited to trips, hours, vehicles, or runs. The Staffing Plan must also describe the Contractor's approach to minimizing turnover, handling work slowdown or stoppage situations, and include the benefit plans available and which staff types (e.g., full-time vs. part-time). This description must indicate the employer's contribution to benefits and the employee's contribution to benefits. This plan shall include any information on Collective Bargaining Agreements, labor, or other personnel negotiations;
- The Contractor shall address the securement of additional staff to meet the District's needs.

## **5. SERVICE DELIVERY**

### **A. Service Area**

For the purpose of this Request for Proposals, the contract primary service area will encompass 3/4 of a mile around all local CTtransit bus and CTfastrak routes operated in the Hartford, New Britain and Bristol Metro Area bus systems. The service area will encompass trips originating in the following communities: all of East Hartford, Hartford and portions of these communities: Avon, Berlin, Bloomfield, Bristol, Cromwell, Ellington, Farmington, Glastonbury, Kensington, Manchester, Meriden, Middletown, New Britain, Newington, Plainville, Rocky Hill, South Windsor, Tolland, Vernon, West Hartford, Wethersfield, Windsor and, Windsor Locks. See Exhibit D, Service Area Maps.

### **B. Days and Hours of Service**

Paratransit services shall be operated 365 days per year during the same hours and days that fixed-route service operates. The current fixed route service operates Monday through Friday as early as from 4:10 AM until 1:29 AM. On Saturdays and Sundays, the current service is operated as early as from 4:00 AM until 1:05 AM. In dispatching trips, the underlying service schedule is consulted regarding specific hours of service for individual locations. Hours and operation may change in response to changes in CTtransit bus schedules.

First trip – the scheduled first trip will be scheduled to arrive at the passengers' origin as early as the start time of the appropriate fixed route.

Last trip – the last trip will be scheduled so that the vehicle is headed back to the garage as close to the end time of the appropriate fixed route.

### **C. Cancellation or Delay of Service**

The Contractor shall operate the paratransit service during the same hours, days and in the same area as CTtransit. On holidays, the paratransit service will also mirror CTtransit's holiday schedule.

In cases of inclement weather, decisions to suspend or cancel service will be made by the Connecticut Department of Transportation. The Contractor shall not delay or cancel service without direction to do so from the District. The Contractor shall prepare in advance of severe weather to coordinate and support operations. During inclement weather the Contractor shall provide operations updates to include the number of trips scheduled, cancelled, count of vehicles on the road, OTP, and the last trip time.

### **D. Service Delivery**

The intent of this contract is to serve the travel demands of those persons who have been certified as eligible for the ADA-mandated complementary paratransit service. The Contractor will manage and operate a door to door ADA demand-responsive service in accordance with the service standards as described below and in Exhibit G.

### **E. Information Systems**

The District may schedule upgrades to Trapeze or other applications at its discretion and expense, and any upgrades will be coordinated with the Contractor. The Contractor shall have their staff attend appropriate software training on a regular basis to ensure staff stays fully up-to-date and trained on District provided software.

The Contractor may provide, subject to the District's approval, software applications, programs and/or databases, that the Contractor deem necessary for the provision of paratransit service during the term of this Contract. The Contractor shall provide licensing and rights to the associated applications, etc. for unlimited use by the District for the term of the Contract.

## **6. GENERAL SERVICE POLICIES**

### **A. Eligible Trips**

- It will be the responsibility of the Contractor to determine the eligibility of the requested trip, pursuant to the parameters set forth under ADA regulations.
- The District reserves the right to make a final decision in regards to the eligibility of a scheduled ADA trip.

### **B. Reservations**

- Reservations are taken from a maximum of five (5) calendar days up to the day before a trip needs to be provided.
- Reservations are taken from 8 am to 5 pm seven days a week.
- The Contractor should try to accommodate requests for same day transportation services on a space and time available basis.

### **C. Scheduled Pick-Up Time**

At the time that the Contractor accepts a passenger's trip request, the passenger will be informed of the scheduled date and pick-up window. The pick-up window is a half hour period that brackets the scheduled pick-up time.

The Contractor shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published thirty (30) minute pick-up window as identified on the vehicle manifest/schedule, but not before the beginning of the window time.

#### **D. Trip Denials/Refusals**

Should the Contractor be unable to accommodate a passenger's requested time for an ADA eligible trip, the Contractor may negotiate pick up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip to begin more than one hour before or after the individual's requested departure time. All trip requests that the Contractor is unable to honor within the one-hour negotiation window must be recorded as a denial. Even if the passenger accepts the time change and service is provided, any trip that cannot be scheduled within the one-hour window, must be tracked as a denial. If only one leg of a round trip request can be reserved, and the individual declines the trip, it should be recorded as two denials. The District's expectation is zero denials. A refused trip would be an offer of a trip by the Contractor which is within the allowable window of the original requested time, but which the ADA client rejects as unacceptable for their needs. Both denied and refused trips must be recorded to the District monthly.

#### **E. Boarding Time**

If the vehicle arrives within the pick-up window, a passenger has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the Manifest or Schedule).

If the passenger fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for contacting the passenger and determining if the passenger is to be charged with a "No-Show". If so, the dispatcher is responsible for entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.

#### **F. Door-to-Door Service**

The Contractor is required to provide door-to-door service.

The Contractor is required to ensure that the driver goes to the door or main lobby of the passenger's origin and informs the passenger of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle, in these cases the driver should contact dispatch for further assistance. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the passenger's destination. Door to door service is to be provided unless a passenger specifically states in writing that he or she does not wish to be assisted.

#### **G. Assistance to be provided**

Drivers must assist passengers, upon request, in getting to, on, off and from the vehicle. This assistance may include:

- Lending a supporting arm, guiding, and assisting up or down steps.
- Drivers may not assist passengers in wheelchairs up or down more than one step. (See GHTD Policy # 52 ADA Wheelchair Regulations).
- Drivers are required to help carry packages weighing not more than thirty-five pounds in total. (See GHTD Policy #48 Shopping Bag Policy.)

- Drivers are prohibited from entering any passenger residence while on or off duty, going beyond the lobby of any public building, or performing any other type of service other than those require by law.

The Contractor(s) is required to transport scheduled Personal Care Attendants (PCA's) and Companions with eligible passengers.

The companions are to be treated as a passenger, and must pay fares. A PCA must be capable of providing any assistance required and does not pay a fare. Both PCAs and companions must be picked up and dropped off at the same location and time as the rider.

The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles. Note – some passengers are permitted to eat and drink due to their disabilities

#### **H. Service Animals**

The Contractor is required to transport service animals, in accordance with State and Federal Laws. Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times. (Reference GHTD Policy #44.)

#### **I. Other Passengers**

The Contractor is prohibited from transporting anyone not specifically authorized by the District, in the performance of this contract. All non-Contractor personnel on the vehicle must be reported as either: passengers, companions or Personal Care Attendants (PCA's).

#### **J. Transporting Packages**

The Contractor is required to transport packages belonging to passengers as long as the passenger is on board with his/her package and as long as the package fits on the passenger's lap or beneath his/her seat.

Package limitation: no more than thirty-five (35) pounds, with a limit of three (3) plastic bags or two (2) brown paper bags. (Reference GHTD Policy #48).

### **7. RIDERSHIP ELIGIBILITY**

Eligibility screening for all paratransit passengers with disabilities meeting the requirements of the Americans with Disabilities Act will be the responsibility of the District. Proposer shall be responsible for verifying the eligibility of all passengers by matching the name of the passenger with the eligible rider database. Any passenger that has been certified as eligible by the District will be entitled to use this service. In addition, personal care attendants (PCA), companions, and visitors with ADA certification from other jurisdictions are eligible to use the service in accordance with the ADA.

### **8. CALL CENTER**

The Contractor will be responsible for the creation and operation of a fully functioning paratransit call center with staffing sufficient to meet the service standard as described in Exhibit G. To the maximum extent possible, all trips should be scheduled and confirmed during the initial phone call. The Call Center currently handles more than 30,000 calls per month.

### **9. RESERVATIONS, SCHEDULING AND DISPATCHING**



All eligible paratransit trip reservations will be the responsibility of the Contractor. All eligible ADA trips will be scheduled by the contractor. It will be the responsibility of the Contractor to determine the eligibility of the requested trip, pursuant to the parameters set forth under ADA regulations. The District reserves the right to make a final decision in regards to the eligibility of a scheduled ADA trip.

The Contractor must have the capacity to take all reservations, to organize all schedules, as well as to dispatch the vehicles using an automated routing/scheduling software system and in accordance with the policies and standards set forth in Exhibit G. The Contractor will schedule, dispatch and route all service in such a manner as will enable as many passengers as possible to utilize the vehicles at the same time, so that there may be as many shared rides as possible. Consideration must be exercised regarding excessive ride time. The Contractor must provide coordinated dispatching at a centralized location to minimize the confusion of customers. The Contractor must ensure that adequate phone coverage is provided to all clients during the operational day. The Contractor may not deny ADA trips to passengers without the prior consent of the District.

The passenger's first point of contact with the service is usually the reservations agent, and the District expects this group to present a polished and professional image at all times. The reservation agent is responsible for receiving and responding to calls from passengers checking on the status of pre-scheduled trips and those wishing to make a reservation.

The District will provide for Contractor use dispatching and scheduling software entitled Trapeze PASS version 18.0. It is the District's intent to maximize the cost efficiency of this service by ensuring that the service is scheduled as productively and efficiently as possible. The Contractor will be responsible for deploying vehicles to allow for its most efficient usage minimizing dead-head miles and number of vehicles on the road and maximizing customer satisfaction.

The District will provide a telephone system that will accommodate the business needs of the Proposer, with sufficient infrastructure and scalability to receive, place in queue, and record calls at current demand levels as well as forecasted. All conversations at the Call Center (reservations, dispatch, scheduling and customer service) should be on recorded lines that can be reviewed at a later date.

The Contractor is expected to provide an IVR (interactive voice response) or another system which, at a minimum, notifies the passenger that the bus is on its way and provides notification on the prior day of booked trips.

All networks (LAN, WAN, Internet), PC's, servers, firewalls, routers, switches, and software necessary to serve the information processing needs of the Contractor for the provision of paratransit operations will be furnished by the District. The District will supply all necessary hardware, software, networks and support to maintain transit operations. The Contractor must allow the District and its IT subconsultant to conduct semi-annual or as needed audits on hardware, software, networks, and security of all District owned equipment.

If after a trip has been scheduled it becomes necessary to change a pickup time enough to shift the pickup window forward or backward, the Contractor is obligated to renegotiate the pickup time with a passenger.

## **10. FARES**

The Contractor will be responsible for collecting, handling and reporting passenger fares. All cash fares and tickets are to be collected by the Contractor, deposited and reconciled on a daily basis. Additionally, on a daily basis, the Contractor must reconcile cash fares and pre-purchased tickets collected with the daily passenger manifests. The District reserves the right to observe and audit the fare collection and fare handling procedures of the Contractor at any time during the terms of this contract. The Contractor will be responsible for any monetary discrepancies between the fares collected and the revenues tabulated. The District does not provide a fare collection system.

The fare will be established by the Connecticut Department of Transportation (ConnDOT) at all times. The fare may be paid in cash or with a pre-purchased ticket. Companions, including children ages five (5) and older acting as companions, must pay the full fare.

The Manifests and MDTs (Mobile Data Terminals) shall provide complete instructions to the driver concerning the amount of fares to be collected from the passenger(s) and/or the companion(s). Companions are to be treated as passengers and must pay fares. A personal care attendant (PCA) does not pay a fare.

The Contractor is required to collect the fare specified on the Manifest or MDT at the time of the vehicle's arrival to transport a passenger.

If a passenger does not provide the appropriate fare, the driver is required to notify the dispatcher, who will determine in coordination with the appropriate manager whether or not the passenger is to be transported. Generally, the Contractor is prohibited from transporting a passenger who fails to present the appropriate fare unless failure to transport the passenger would result in the passenger being stranded away from home. In such instances and with direction from dispatch, the Contractor is required to transport the passenger and then treat the incident as a matter of passenger misconduct which is subject to misconduct provisions. If the Contractor transports a passenger that has not paid the full fare, the Contractor is responsible to make up the shortfall of the fares paid by the passengers.

Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.

## **11. CONTRACTOR PROVIDED EQUIPMENT**

The Contractor will make use of the ADA Operations and Maintenance facility provided by the District. The facility is located at 148 Roberts Street in East Hartford, CT and houses administrative and operations office space, vehicle maintenance and outdoor storage. The District-owns and supplies to the Contractor the computer software and hardware equipment used for the provision of services; all furnishings; telephones; and all required vehicle servicing and maintenance equipment including but not limited to (bus washer, snow scraper, etc.); fitness equipment; etc.

If any damage occurs to the facility or equipment supplied by the District, the Contractor must replace the damaged item(s) with comparable or better level of facilities or equipment.

The Contractor is responsible for all paper products and supplies, office equipment, facsimile machines to meet the Contractor's business needs in operating the paratransit service. All non-computer equipment and all supplies in connection with the facility are the responsibility of the Contractor.

The District is responsible for utility expenses at the facility. Any facility repairs required due to negligible acts by the Contractor will be the responsibility of the Contractor. The District is responsible for procuring the services needed to service the HVAC, electrical, fire prevention, sprinkler and plumbing fixtures and systems, and maintenance and repair of all parking areas in the facility. Snow removal is the responsibility of the Contractor as is the cleaning of facility, trash removal, extermination, etc. These costs should all be incorporated into the service costs. The District owns a snowplow and other associated equipment necessary for this purpose.

The Contractor must allow the District's IT Consultant access to all District computer equipment whenever Contractor staff is in the facility.

The Contractor must provide maintenance software and maintain a supply of parts needed for vehicle maintenance.

## **12. RADIOS**

The District will provide radios for all revenue paratransit vehicles and supervisory vehicles. The radio system is part of an area-wide trunked 800 MHZ system for voice communications. The radios offer the function of voice and data. Usage costs (air time), a mobile two-way radio for each vehicle, a base station, handheld radios and maintenance of the radios will be provided by the District. The Contractor shall coordinate directly with the District's radio consultant for radio repair issues. Expenses related to repairs resulting from contractor's negligence, directly inflicted damage (dropped or lost) will be deducted from the monthly operations invoice. The Contractor must provide the District's Operations Administrator and/or designee with a handheld radio(s) capable of communicating directly to the Contractor's dispatch unit.

## **13. VEHICLES**

The District will provide the revenue vehicles used in the provision of paratransit services as described in this RFP. The District owns and operates one hundred and sixty-five (165) lift-equipped vehicles, including diesel and gasoline powered vehicles. The replacement schedule for revenue vehicles is 5 years or 125,000 miles.

The district also owns support vehicles to be used and insured by the Contractor.

All vehicles shall be housed in the secured location provided by the District. All of the revenue vehicles are equipped with lifts for wheelchair accessibility and most are gasoline powered. Fuel (diesel and gasoline) is a District expense. A fuel card system is currently used for gasoline. A 10,000 gallon diesel fuel tank is maintained at the Operations and Maintenance facility. This tank will be converted from diesel to gasoline in the near future. The District is responsible for vehicle registration, licensing and/or inspection costs. Vehicles will also be equipped by the District with radios and mobile data computers. All future vehicle purchases will be equipped with cameras that are owned by the District. A description of existing District owned vehicles is included in Exhibit E, Vehicle Inventory.

The Contractor is required to acquire and maintain a parts inventory adequate for the type and number of vehicles in the fleet.

The Contractor provides the tires repairs and replacement for wear. The contractor is responsible for the replacement of rim and tires due to damage caused by misuse, accident, abuse, poor alignment, and operator or contractor negligence.

To ensure that vehicles are maintained in proper working order, the Contractor is required to utilize the following maintenance procedures:

**A. Driver Pre-Trip Inspections:**

The Contractor is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," which is to be maintained by the Contractor. Any vehicle which fails the pre-trip inspection is to be removed from service. Pre-trip inspection records will be retained by the Contractor for at least one (1) year from the date of inspection.

**B. Preventive and Regular Maintenance**

The Contractor will have responsibility to establish and maintain a comprehensive vehicle maintenance program to perform maintenance on all revenue vehicles used for paratransit services described in this scope of work. All maintenance and repairs of vehicles shall be in accordance with specified manufacturers' recommendations and warranties. The Contractor shall conduct all preventative maintenance in accordance with the District's Preventative Maintenance Policy attached hereto as Exhibit F and made a part thereof. All Contractor maintenance activities are subject to audit by the District.

Revenue vehicles will not be operated with any visible body damage or defects that make them unsafe to operate. The contractor will make necessary repairs, adjustments, or additions prior to placing any revenue vehicle in service. The Contractor is to use quality materials (OEM or equivalent) when doing any repairs to the vehicles.

The Contractor shall ensure that all mechanical parts and material meet or exceed OEM specifications. Fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) are vehicle-related costs and shall be supplied by Contractor. The lubricants used shall meet or exceed the standards recommended by the vehicle manufacturer.

The Contractor will maintain vehicles and schedule maintenance activities, to assure that the maximum number of vehicles is available for revenue service during peak hours. The Contractor will not remove vehicles from revenue service during peak periods except to conduct emergency repairs, and will minimize the amount of time needed to conduct preventive maintenance. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles needed shall be available for service during the service day. Maintenance activities will be carried out at times that do not interfere with scheduling of revenue vehicles to meet peak period service demands. The Contractor should take full advantage of the spare vehicle ratio to ensure that all maintenance is conducted in a timely fashion.

All preventive maintenance, light-duty repairs and running repairs of vehicles will be completed, including the routine replacement of components, within the Contract price, and to the manufacturer's specifications and standards, at a minimum.

Contractor's responsibility will include, but not be limited to:

- Body and glass damage due to accident
- Any damage due to vandalism including body and glass damage
- Excessive wear and tear on vehicle (due to Contractor error/negligence)
- Rim and tire replacements from wear, misuse, accident, abuse or poor alignment

- Any damage due to improper or delayed preventive maintenance
- Lost articles and replacements such as fire extinguisher, wheelchair securement straps, lap belts, hydraulic pump handles, and lift covers. These shall be part of the vehicle's operating costs and shall be supplied by Contractor
- Interior damage
- Any damage due to operator or Contractor negligence
- Wheelchair lift damage due to negligence
- Fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.)
- Vehicle transition expenses

The Contractor shall be responsible for competitively procuring all major maintenance work that cannot be conducted in-house according to the District's procurement policies and procedures.

All vehicle body and/or collision damage must be professionally repaired, restoring the vehicle to pre-damage condition. In case of major body damage, The District and Contractor shall establish a repair schedule not to exceed eight (8) weeks for major damage and two (2) weeks for minor damage.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle. Heating, ventilation, and air conditioning systems (HVAC) shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during all revenue service hours. Contractor shall maintain all components of the air conditioning systems in an operable condition throughout the entire year.

Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers which are worn or otherwise damaged and cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.

Upon completion or termination of this agreement for any reason, Contractor shall return vehicles and all other District provided equipment to the District with no deferred maintenance or damage, less reasonable wear-and-tear as determined by the District.

The Contractor is required to maintain written documentation of the date, mileage, VIN, plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the Contractor for the duration of the Contract. In addition, the Contractor is required to maintain a current vehicle database containing the following information:

- Make
- Model and year
- Vehicle identification number (VIN)/serial number
- License and number
- Date received
- Unit repairs
- "Preventative Maintenance Inspection" reports
- Daily "Bus Condition" reports

- Work orders

A permanent file shall be kept by Contractor for each revenue vehicle. This file shall include: driver inspection reports, which must be kept for one (1) year, vehicle maintenance inspection reports; and preventive maintenance reports.

A Preventive Maintenance Inspection (PMI) shall be performed on each District owned vehicle at 3,000 mile intervals. The 3,000 mile interval should be observed and the District will allow the Contractor to perform the maintenance within 300 miles of this threshold and be considered timely. The next threshold will be the next 3,000 mile interval (for example, if the first maintenance was performed at 3,100 miles the second maintenance service would still be due at 6,000 miles). Brake inspection occurs at every 9,000 miles. Transmission fluid and filter change would occur every 36,000 miles. All work performed during each inspection must be reported and documented. If a vehicle has not met preventive maintenance standards, it shall be removed from service and be subject to liquidated damages.

All wheelchair lift-related equipment shall be cleaned, inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational and safe whenever the vehicle is in revenue service. This interval shall be no more than every 3,000 miles. At a minimum, the wheelchair lift shall be cycled daily. No vehicle shall enter revenue service without a full set of lap belts and wheelchair securements for every wheelchair position.

Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. This interval shall be no more than every 9,000 miles. The Contractor shall maintain brake systems so as to minimize brake noise. No vehicle which has had a brake problem reported shall be placed into revenue service until such braking system has been inspected, and if necessary repaired, by qualified maintenance staff.

The Contractor shall be responsible for the conduct of all warranty work on District vehicles assigned to Contractor and the administration of all warranty paperwork with manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at Contractor's cost to an authorized warranty service provider.

The Contractor shall provide and utilize a vehicle management software to record the labor, parts and materials required each time preventive maintenance and repairs are performed on a District owned vehicle. This information shall be used by the Contractor to maintain and prepare required maintenance reports for submission to District, and shall be retained in the permanent vehicle file for each assigned vehicle. All repair work will be performed by maintenance personnel who have demonstrated experience and documented training in the work to be done. Maintenance personnel will have the necessary equipment and tools to perform any authorized work.

All components of the vehicle body, appurtenances, and frame will be maintained sound and undamaged while in revenue service.

### **C. Vehicle Inspections:**

The District, the Connecticut Department of Transportation (ConnDOT), Federal Transit Administration (FTA), and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.

The Operations Administrator or designee, may conduct announced and unannounced inspections of

the vehicles and/or vehicle files at any time either at the Operations and Maintenance Facility or while the vehicle is in service. Inspections will not interfere with service obligations but may be conducted with or without notification.

Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the Contractor from any responsibilities of this contract. Any vehicle pulled from service must be re-inspected by the District before being placed back into service.

Mobile Data Terminals (MDT) are mandatory within vehicles unless specified otherwise. The Contractor shall ensure that MDTs are fully operational.

#### **D. Vehicle Fueling**

The District shall be responsible for purchasing fuel for District owned vehicles and approved Contractor vehicles used for operation purposes at its sole cost and expense. The Contractor shall be responsible for accepting fuel deliveries, verification of deposits, verifying usage at its facility, and providing safe storage of fuel; and, will assume any and all liabilities pertaining to fuel including but not limited to spills or leakage and EPA violations.

Fuel purchased by the District must be used for District Paratransit Service only. In any instance that the Contractor fuels an authorized District Paratransit Service vehicle, an accurate accounting of fuel consumption must be maintained and submitted to the District with the monthly billing invoice. Contractor must explain the methodology they will utilize for accounting for actual fuel consumption, verification of fuel deposits, and fuel delivery.

#### **E. Vehicle Breakdowns**

If a vehicle breaks down in service, the Contractor shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed en route within fifteen minutes of notification of the breakdown.

#### **F. Vehicle Cleaning**

The Contractor is responsible for ensuring that vehicles are cleaned regularly and have exteriors which are free from grime, cracks, breaks, dents and damaged paint which noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.

Required services include:

##### **Interior daily vehicle cleaning will, at a minimum, consist of the following:**

- Dusting seats, dash board, etc.;
- Sweeping and vacuuming of all floors to remove dirt and debris with washing of floors if necessary;
- Removing trash; and ensuring schedule and information posting are up-to-date;
- Cleaning interior windows as necessary.

##### **Weekly cleaning will include at least:**

- Washing of vehicle exteriors, however, vehicles will be washed as soon as practicable during or following every rain day, in order to maintain the District's standards for vehicle appearance;
- Exterior washing will include cleaning of vehicle wheels and hub;

- Mopping of all floors.

**At least once per month, the interior of the vehicle will be completely cleaned. This will include, at a minimum:**

- Washing of the vehicle ceilings, side walls, windows;
- Cleaning of the vehicle seats;
- Mopping of the vehicle floor;
- Cleaning of vehicle wheels and hubs to bring to as-new condition;
- Cleaning of wheelchair securement devices.

All vehicles will undergo insect extermination as necessary to eliminate the presence of insects. The extermination process will be applied while vehicles are out of service. Vehicles will not be placed in revenue service while any noxious fumes or detectable odors remain in the vehicle.

#### **14. PERSONNEL REQUIREMENTS**

The Contractor will recruit qualified personnel capable of performing the services required under this contract. The Contractor will be responsible for the payment of all employee wages and benefits.

The Contractor will train personnel so as to ensure that all service is provided in a safe, courteous manner and that adequate supervision is available to ensure service quality. All personnel will maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passengers' questions.

The Contractor shall provide an adequate number of qualified staff to cover increases in the demand for service over the course of the contract.

The Contractor will establish personnel and compensation plans that are designed to encourage retention and longevity and minimize employee turnover. Such plans shall include employee incentives and rewards, and provide fair and reasonable wage and benefit packages for employees.

The Contractor shall provide regional and corporate support personnel to ensure service performance standards are met. The Contractor shall provide demonstrated capability to provide resources in areas of safety, procurement, vehicle specification, operations, training, I/T, maintenance, and service management.

The District's Operations Administrator and/or Executive Director must be notified prior to any contemplated changes to key personnel, and the District's Operations Administrator and/or Executive Director must provide approval of changes to key personnel prior to the action being taken. No key personnel position is to remain unfilled for longer than thirty (30) calendar days. Key personnel include the following positions or their equivalents: General Manager; Operations Manager, Safety Manager, Call Center Manager, IT Manager and Maintenance Manager.

The Contractor will be liable for assessed penalties for wages and benefits or any staff positions remaining unfilled more than thirty (30) calendar days. See Exhibit G.

The Contractor will afford a priority in hiring to employees of the preceding service provider of the District's ADA Paratransit services. Such a priority shall not require the hiring of any such employee if the Contractor determines that the employee is not qualified for the position (under



the terms of the Contractor’s employment standards and personnel policies, or the Contractor determines that the employee should not be hired because of past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring will not extend to any individual who was dismissed from his or her employment for cause, or apply to any employee failing to serve with the current contractor until the last day of service prior to any transition.

The Contractor will be mandated to hold "open door" meetings with drivers, et al (at a minimum of twice per year). These meetings will also include the District Management staff for the purpose of obtaining feedback from the Contractor’s employees in regard to the overall service and operation.

The Contractor’s Personnel Program and/or Employee Training Program shall incorporate all the requirements of this RFP. The Contractor will be in breach of the contract, and subject to termination for default should any personnel not meet the requirements of the Staffing and Personnel Plan.

**Fraud Prevention and Detection Policies and Procedures:** The Contractor shall have an employee training program and standard operating procedures in place to prevent, investigate, and report alleged fraud, theft, or other criminal behavior. Contractors shall immediately report to the District all instances of alleged or suspected employee, provider, vehicle operator, or customer fraud or theft that is detrimental to services, of a criminal nature, and/or creates a potentially unsafe environment.

The District reserves the right to require the Contractor to immediately remove an employee from service for any of, but not limited to, the following reasons:

- Committing any inappropriate act (i.e., asking a passenger for a date);
- Committing any unsafe act while driving a District vehicle;
- Revocation or non-renewal of a valid Connecticut driver’s license;
- Distributing any unauthorized materials while “on the clock”;
- Soliciting or accepting a gratuity from a passenger;
- Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same;
- Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity, or any other act deemed unacceptable;
- Failing or refusing to take a drug or alcohol test.

<b>Table of Key Staff Positions</b>
General Manager
Operations Manager
Maintenance Manager
Safety Manager
Call Center Manager
IT Manager

## Finance Manager

### **A. General Manager**

The Contractor must have a designated full time staff person assigned to serve as General Manager, who will be responsible for all aspects of the operation and who will serve as the senior management presence and supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating and financial records.

The Contractor's General Manager will be based at the Contractor's local operating office. The General Manager must have a minimum of five (5) years management and supervisory experience in public transportation with at least five (5) years of ADA paratransit operations management experience.

The District reserves the right to approve the selection of the Contractor's General Manager, and to direct the removal of the General Manager during the term of the Contract.

The General Manager, designee or a responsible decision-making person must be available by telephone or in person 24/7 to make decisions as necessary at the request of the District.

### **B. Operations Manager**

The Contractor shall designate a candidate with a minimum of five (5) years management and/or supervisory experience in public transportation with at least three (3) years of ADA paratransit center operations experience. The Operations Manager will assist the General Manager in carrying out all activities related to operations.

Other required experience includes:

- Sufficient technical and hands-on expertise of the Trapeze software operating system or similar scheduling software to effectively manage the reservations, scheduling and dispatch functions;
- Experience in emergency planning protocols;
- Demonstrated ability to step in for General Manager on any given day;
- Experience in directly supervising dispatch and/or scheduling departments. Any new or replacement Operations Manager's appointment is subject to the District's approval.

### **C. Maintenance Manager**

The contractor shall designate a Maintenance Manager that is responsible for both the facility and vehicles. The candidate must have a minimum of five (5) years journey level mechanic experience with full knowledge and extensive experience in engine repair, automotive electrical, and air conditioning repair. The candidate should have prior experience in transit maintenance. Strong managerial and training experience with a minimum of three (3) years of experience in maintenance supervision of five (5) or more mechanics is required. The Maintenance Manager must be legally licensed to operate in the State of Connecticut.

### **D. Safety Manager**

Contractor shall designate a candidate to serve as a full-time driver trainer/safety Manager. The Safety Manager shall have sufficient skills to support, administer and monitor the Contractor's new driver training program. The Safety Manager will ensure that all operators have the appropriate licenses, medical cards and any other certification required to operate a vehicle in

passenger service. The Safety Manager is responsible for the oversight of the Drug and Alcohol program.

This employee must be a National Safety Council Defensive Driving Instructor or have an equivalent training and certification. The Safety Manager shall be responsible for conducting and/or delegating classroom and behind-the wheel training (new-hire, annual refresher, remedial and other refresher training) and evaluating drivers. The individual must have at least three (3) years of experience supervising or training paratransit drivers and must be licensed, with appropriate certificates, and qualified to drive all vehicles included in this Contract. The Safety Manager will monitor accident trends and direct all retraining efforts.

This individual is responsible for reporting and generating monthly, quarterly and annual spreadsheets which include:

- preventable accidents per 100,000 miles
- preventable accidents by employee tenure
- body damage repair costs
- all other District required reports

#### **E. Call Center Manager**

The Contractor shall designate a candidate with a minimum of three (3) years management experience as the supervisor/manager of a large urban Call Center operation handling more than 25,000 calls per month. The candidate should have experience in managing a staff of reservationists and schedulers. The candidate must be fully proficient in ADA policies and regulations. The Call Center Manager should be able to operate all aspects of the Trapeze operating system or similar scheduling software.

#### **F. IT Manager**

Contractor shall designate a candidate to serve as a full-time IT Manager. The IT Manager is responsible for all information technology and communication functions and equipment provided by the District. The IT Manager monitors all equipment and troubleshoots areas of concern when required, provides support for desktop and in-vehicle systems, and serves as the primary liaison to IT vendors and the District. The IT Manager maintains security, functionality, data integrity, and recommends application improvements and performs testing. This candidate shall be proficient and have experience with Trapeze and Stratagen software.

Other responsibilities include, but are not limited to:

- Technical support for computer problems and issues with computer applications or systems.
- Maintain, install, and monitor computer network and equipment;
- Back up network data;
- Install and test hardware and software;
- Train users in procedures related to network applications software or related systems.
- Assist the District and the Contractor in using Trapeze platforms as well as installing and testing updates and/or upgrades;
- Create custom user reports in Trapeze system as requested.

#### **G. Finance Manager**

The Contractor shall designate a candidate with three (3) to five (5) years of experience in financial planning (including budgeting and forecasting) and analysis. The Finance Manager compiles and analyzes financial information under general supervision; creates and analyzes

monthly, quarterly, and annual reports and ensures financial information has been recorded accurately; and ensures accurate, timely completion of all finance functions, including complex fare reconciliation and billing to the District.

Major responsibilities of this position include, but are not limited to:

- Facilitate the production of weekly, monthly, year-to-date and year-end financial reporting, including variance and trend analysis of results to budget, prior year and forecast.
- Facilitate monthly forecasting efforts and the annual budgeting process for all operational/functional units.
- Provide analytical support to all levels of management across operational/functional units; including ad-hoc reporting and problem solving.
- Ensure the integrity and timeliness of monthly financial billing to the District. This includes revenue billing, and the tracking and submission of pass-thru billing for maintenance repairs.
- Ensure the daily trip reconciliation is accurate and timely.
- Ensure the timely & accurate reporting for daily, monthly fare reconciliation.
- Report headcount, fleet management, and key performance indicators to support operational performance.

#### **H. Dispatch Supervisor**

The Contractor shall designate a candidate with one (1) to three (3) years of related supervisory experience and/or training or the equivalent combination of education and experience. At least two years driving experience is preferred.

The candidate will be responsible for supervision of bus operators and dispatchers which includes:

- Oversee assignment of equipment and work required;
- Organizing staff, equipment and daily requirements;
- Document and report any irregularities as well as respond to the need of operators and passengers in route;
- Manage field service to provide quality customer transportation services and for providing additional support to the Managers;
- Accounts for subordinate and personal compliance with all the First Transit and Greater Hartford Transit Districts safety rules, policies, and procedures.
- Monitor dispatch staff interactions with passengers to ensure accuracy, and professional communications at all times.
- Take lead on all major incidents during live day to ensure they are managed to successful conclusion.
- Take lead on serious complaints, including lateness, to ensure efficient resolution of the issue of live day issues.
- Document geo-coding, scheduling, OTP issues – act as lead liaison to scheduling, reservations to proactively resolve.

#### **I. Building and Grounds Custodian**

This position is responsible restroom cleaning, vacuuming office areas, empty wastepaper baskets, dusting, cleaning kitchens, waxing and cleaning floors utilizing cleaning equipment; minor plumbing repairs such as leaks in bathrooms, kitchens, clogged pipes, repair and replace faucets, and plumbing within the building; ensuring that common areas are kept clean and safe for employees; sweeping maintenance shop daily to remove any debris from floor areas; and assisting with snow removal, spreading of sand/salt when necessary.

Additional job responsibilities include, but are not limited to the following:

- Make minor furniture moves and repairs.
- Replenishes restroom supplies as needed.
- Repairs all minor building physical needs, ceiling tiles, floor tiles, minor wall touch-ups; paints public areas; minor plumbing repairs that do not require a certified plumber.
- Maintains an inventory of maintenance tools and supplies.
- Makes recommendations for building improvements; reports all safety, plumbing, electrical and HVAC problems that require a contractor.
- Physically walks the property on a daily basis and removes litter and debris from the grounds.

#### **J. Reservation Agents, Schedulers and Dispatchers**

Reservation agents, dispatchers and schedulers must be employees of the Contractor, which will be responsible for their hiring, training and supervision. The Contractor will employ personnel in sufficient numbers and with an adequate mix of skills to dispatch vehicles and operate the communication system and the scheduling and dispatch software.

All reservation agents and dispatchers must be trained to serve the volume of telephone requests in a timely and sensitive manner, and to cover the telephone lines for paratransit service in a courteous manner throughout the operational day.

The Contractor is responsible to match reservation agents' workforce to call volume, as necessary to meet the monthly performance standards as described in Exhibit G.

The Contractor must ensure during the hours of operation to have agents fluent in Spanish available to communicate with passengers. The District has identified other language assistance that may be needed and the Contractor is encouraged to seek agents fluent in any of the following languages: Polish, Portuguese, Chinese, Italian, French, Russian, Vietnamese, Serbo-Croatian, and Korean.

Schedulers must be proficient in the use of Trapeze Pass 18.0 and must have a minimum of one (1) year experience with the ADA service. The schedulers must have a complete knowledge of the service area and traffic patterns, and they must schedule and recombine trips as necessary to conserve revenue hours and fuel expense and to promote increased productivity, as measured in passengers per revenue hour.

The Contractor is required to have a trained dispatcher on duty, reachable by drivers on the road, by radio or telephone, during all hours of service operation at a centralized location. The Contractor will employ a sufficient number of dispatchers so as to ensure timely processing of same day schedule changes and cancellations while maintaining continuous two-way communication with all vehicles on this project. An evening dispatcher shall be assigned to review and approve daily route manifests as produced by the scheduling software. This individual will be required to make adjustments and shift trips among routes as necessary to improve the efficiency of the next day's service and the utilization of the equipment.

The Contractor must require vehicle operators and dispatchers to accurately complete and submit the required completed manifests (whether manual or automated) and all other data requested by the District and within the time frame specified by the District.

The Contractor must maintain all records of its reservationists, dispatchers and schedulers for inspection as the District may require.

#### **K. Road Supervisors**

The Contractor must provide on-road, dedicated road supervisors to respond and take corrective action when necessary including: incidents, in-service failures, breakdowns, accidents and passenger incidents. The Contractor must have at least one road supervisor on duty whenever any vehicle is in revenue service. Road supervisors must have at least one (1) year of driving and/or dispatching experience with superior performance in safety and customer service.

#### **L. Drivers**

The Contractor will provide as many properly qualified and trained drivers as are necessary to operate safely and efficiently the paratransit vehicles used in this service which will include necessary backup. All drivers must be employees of the Contractor, and must be covered under the Contractor's employee benefits plans. The Contractor will be responsible for the training and supervision of all drivers.

#### **Driver Requirements**

Prior to hiring or utilizing any driver for this service, the Contractor shall ensure that the driver has met the minimum requirements listed below:

- Valid State of Connecticut Driver's License, Class C with PSL (Public Service License)
- 3 years minimum driving experience
- Minimum 21 years of age.
- Drivers must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive functions will satisfy the requirements of the Contractor's Drug and Alcohol Testing Program.
- CDL license is not a requirement for drivers, however, an F endorsement is required.
- Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Contractor's obligations relating to the transportation of passengers with disabilities, including but not limited to:
  - Assisting passengers in getting to, on, off and from the vehicles.
  - Securing mobility devices within the paratransit vehicle.
  - Assisting passengers with the carrying of small packages (up to thirty-five (35) pounds).
- Drivers must be able to speak and understand English and must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to, vehicle manifests, incident and accident reports.

Each driver must undergo a commercial and personal driving record check with the Connecticut Registry of Motor Vehicles. At a minimum, any record from the Registry of Motor Vehicles that includes any of the following violations would necessitate a prohibition of contact with District passengers:

- Driving under the influence of alcohol or drugs / driving while intoxicated.
- Reckless driving/driving to endanger.
- Leaving the scene of an accident.
- Driving without a license and/or insurance.
- Driving with a suspended license.

- Any record with multiple or repeated violations (other than parking).

The Contractor must exercise discretion in determining the appropriateness of any driver whose report indicates any violation.

The Contractor must comply with Federal Motor Carrier Safety Administration (FMCSA) guidelines to determine a driver's fitness to perform the necessary tasks associated with operating a District vehicle as specified in FMCSA 49 CFR 391.41. Safety sensitive employees are subject to fitness examination as part of the pre-employment process. Medical fitness examination must follow requirements set forth in 49 CFR391.41

Furthermore, the Contractor will comply with Connecticut State Statutes regarding Criminal Offender Record Information Checks.

***Any of the following offenses would necessitate a mandatory disqualification of contact with District passengers:***

- Has been convicted of committing a felony constituting a crime, which involves the use of force or violence.
- Has been convicted of committing the crime of manufacturing, distributing or dispensing any controlled substance that are unlawful or the crime of possession of a controlled substance or the crime of possession with intent to manufacture, distribute or dispense a controlled substance.
- Has been convicted of any sexual crime.
- Has been charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court.
- Has been separated from a residential placement for less than six months.

***Any of the following offenses would necessitate a discretionary qualification on the part of the Contractor:***

- Has been convicted of committing a felony other than those described above.
- Has been convicted of committing a misdemeanor.
- Has been convicted more than once of committing any of the following misdemeanors: drunkenness, simple assault, affray, or disturbance of the peace.

For the purpose of this contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.

### **Driver Training**

- All drivers must successfully complete all training requirements. They must know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training to ensure sensitivity to and safe transport of persons with disabilities.
- Drivers must also be trained by the Contractor to be proficient in the following areas:
  - The proper handling of assigned vehicles.
  - The use of two-way communication system and any other inter-connective device, mechanism or software used by the District to perform the contract.
  - The securement and storage of mobility devices.
  - The use of child safety seats required under this contract.
  - The use of mobile data computers
  - The use of safety equipment on board the vehicle.
  - The use of a city map.

### **Driver Responsibilities**

The Contractor's drivers will be responsible for providing service in accordance with the service policies (Exhibit G) and have the following duties and responsibilities:

- Perform their duties with due regard for the safety, comfort, and convenience of passengers and their property.
- Conduct a pre-trip inspection of the vehicle assigned to them before beginning service with the vehicle. Drivers are responsible for reporting to their supervisors any defects the vehicle may have.
- Drivers are required to complete the manifests (whether manual or automated) in a form approved by the District and within the time frame specified by the District. At a minimum, the driver will be required to record, arrival time, mileage at arrival, departure time, number of passengers, PCA's and companions, fare paid, time of arrival at destination, mileage at destination.
- Ensure that mobility devices are properly secured and assist passengers that choose to wear a seat belt as necessary.
- Comply with all applicable Federal, State, and local laws, regulations and licensing requirements, including drug and alcohol testing.
- While on duty, drivers are required to wear a standardized uniform approved by the District. All drivers must appear clean and neat and present a professional image.
- Drivers are to comply with all the service policies and standards included in this RFP and Exhibit G.
- Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.
- Drivers are prohibited from playing AM/FM, tape or CD players, or any musical devices on board the vehicle at any time. Drivers are prohibited from smoking, at all times while on board the vehicle and/or while assisting riders. Drivers shall not operate any personal electronics/communication device while inside the vehicle or while providing assistance to a passenger. In addition, drivers are prohibited from eating or drinking while a passenger is on board the vehicle.
- No cell phones, blue tooth devices or any other yet invented personal communication device will be permitted.
- Drivers are required to notify their dispatcher of any incident involving either, the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system required by this Scope of Work must take place immediately and a written report will be completed by the driver by the end of the work shift and submitted to the District in accordance with all requirements outlined herein.
- Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on a different address, the driver must contact the dispatch office and obtain authorization from the appropriate manager before deviating from the manifest.



- Drivers are prohibited from having social contact with any rider during all times they are engaged in the performance of service under this contract and strongly discouraged from having contact with passengers at any other time.

### **M. Vehicle Mechanics**

The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain and service revenue vehicles on-site. The mechanical workforce must include personnel capable of repairing and maintaining all systems of the District's paratransit vehicle fleet, including, lifts, air conditioners, heating units, engines, retarders, transmissions and differentials. Competent, experienced vehicle mechanics are required during all hours of Paratransit Services, to respond to any in-service failures or revenue vehicle or equipment problems that arise in the yard during the pre-trip vehicle inspections. The Contractor will ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for these services at the time they are needed

The mechanics assigned to this contract must meet the requirements for vehicle maintenance as outlined below:

#### **Mechanic Requirements**

Knowledge of and ability to safely, completely, and reliably maintain, diagnose, and repair vehicle systems including HVAC, brakes, steering, suspension, engines, transmissions, wheelchair lifts and electrical.

#### ***Specific abilities must include:***

- Read and understand electrical schematics and parts and repair manuals for all aspects of the assigned vehicles, including wheelchair lifts.
- Complete reliable and safe preventive maintenance inspections.
- Independently diagnose and repair defects on systems.
- Use automotive test equipment and specialized tools effectively.
- Obtain precision measurements as required.
- Diagnose and perform repairs on systems related to automotive, light-duty trucks, paratransit vehicles.
- Diagnose, repair, and maintain vehicle power trains, including but not limited to engines, transmissions, driveshaft, differentials, brake retarders and related sub-components.
- Diagnose, repair, and maintain vehicle brake systems, suspensions/ steering, electrical/electronic systems, and related sub components.
- Diagnose, repair, and maintain air conditioning/heating/ventilation systems and certified to perform repairs and handle refrigerant incidental to repairs.
- Adjust, repair, or replace damaged body parts and window glass.
- After on-the-job training, diagnose, repair, and maintain wheelchair lifts.
- Read and understand parts and repair manuals, and electrical/vacuum schematics.
- Complete the necessary paperwork associated with the job.

#### ***Training***

Training for all maintenance personnel should include ASE certification training, vendor provided training, maintenance safety training and security and emergency preparedness training. Training programs must contain, at a minimum, the following components:

- Brake inspection certification training,
- Electromagnetic braking systems (brake retarder) training,

- Wheelchair lift and wheelchair securement device training,
- Hazmat and storm water training,
- Air conditioning and refrigerant training,
- OSHA & DOT compliance, health and safety training,
- Hazardous waste operations and emergency response training,
- Lockout / tag out training,
- Material handling and storage requirements training,
- Forklift or loading equipment training (if applicable).

The Contractor will cooperate with the District to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles.

The Contractor must also have on duty a sufficient quantity of maintenance personnel to fuel and clean the required number of revenue vehicles for pull out. This personnel group must have the ability to:

- Accurately inspect vehicle fluid levels and add fluids as needed.
- Operate vehicles to facilitate a weekly safety brake inspection procedure.
- Maintain up to date, accurate records of vehicle fueling and vehicle cleanliness requirements.

The Contractor will require all vehicle mechanics to maintain a valid driver's license from the State of Connecticut, Class C with PSL, permitting operation of all vehicles associated with this contract.

Medical testing related to drug and alcohol use will be conducted by the Contractor in accordance with applicable federal laws and regulations. Any vehicle mechanic who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol/drug use, will not be permitted to service, maintain and/or operate any vehicle used to provide service under the Contract.

## **15. ACCIDENT/INCIDENT REPORTING.**

In the event of a motor vehicle accident, a passenger accident, an emergency or other non-routine event which disrupts service, the Contractor shall notify the District Operations Administrator and/or ADA Paratransit Service Compliance Manager within one (1) hour of receipt of such information. The Contractor must follow up with specific details from the accident or incident investigation within three (3) hours from the time the District was originally notified. Depending on the severity of the event, certain District staff may be required to be contacted immediately.

The Contractor shall comply with all applicable laws and regulations in the case of any accident and produce all required reports in a timely fashion.

The Contractor is required to provide a detailed written report, including all supporting documents, to the District within twenty-four (24) hours of becoming aware of the accident or incident and furnish copies of law enforcement reports as they become available.

The Contractor and/or their employees must be in compliance with all provisions as outlined in U.S. DOT 49 CFR Parts 40 and 655, and all other corresponding state regulations including any revisions and/or future amendments, including the conduct Post-Accident drug and alcohol testing in compliance with 49 CFR Parts 40 and 655, as amended, including ensuring the accident has met the testing criteria and that tests are conducted within the required time limits.

Upon the request of District, Contractor will make any employee involved in an accident or incident relating, in any fashion to its performance of the contract, available for questioning and as a witness for the District in any litigation that may result from or arise out of any act or omission of the Contractor.

## **16. DATA COLLECTION AND REPORTING**

Contractor shall collect all data required as part of the performance of this contract in the required format and by the required submittal deadlines. All such information given to the District will be certified by Contractor as being accurate. The District may require any forms to be signed and dated by Contractor's authorized representative.

The Contractor shall provide an electronic document scan system for all retained records that are paper based and not available using other systems. The paper based source shall be organized so any hard copy is readily accessible in 72 hours. The system shall be capable of scanning, storing, using storage media access, including index searchable criteria. The system shall be accessible by the District and maintained in accordance to District standards.

National Transit Data Base Reporting (NTD) - The FTA requires public transit operators to annually report specified operating, performance, and vehicle data. The Contractor shall assist the District with the compilation and completion for such a report.

The Contractor is required to maintain daily trip sheets, completed by drivers and dispatchers, showing time and point of pick-up and drop-off for each passenger, number of passengers, number of wheelchair passengers, classification of passengers (ADA-certified, personal care attendant, companion), total mileage for each trip, scheduled time of pick-up, actual time of pick-up, scheduled time of drop off and actual drop off time for each trip, and fare collected.

Contractor must require vehicle operators and dispatchers to accurately complete and submit the required completed manifests (whether manual or automated) and all other data requested by the District in a form approved by District, and within the time frame specified by the District.

All operational data shall be in the Trapeze system, so that the Contractor can compile monthly summary reports, timeliness reports, and their monthly invoice. The Contractor's responsibilities include the requirement that all operational and billing data is correctly extracted from the Trapeze Scheduling and Dispatch System. In whatever form the data is entered, (paper manifest, dispatch log or Mobile Data Computers), the revenue hour data needs to be entered back into Trapeze and adjusted for service gaps prior to being used for billing purposes.

Contractor shall identify the number of pick-ups outside the on time performance window in the monthly report.

The Contractor shall provide a detailed monthly report of all comments, commendations and complaints received. This reporting shall include detailed investigation results and action taken.

Contractor's invoices and all supporting summary reports shall be submitted by Contractor no later than the tenth (10th) calendar day of the following month. Contractor shall maintain records to document all reports and make such records available to the District upon demand. All invoices with supporting data should be available to the District via an electronic format.

The Contractor shall maintain financial records in compliance with all Federal, State and District standards. Monthly financial reports required include at a minimum: a residency report, reconciliation of fares collected, vehicle list with odometer readings, and trip service statistics.

The Contractor shall permit the District to have access to and the right to examine such books, documents or records as the District may see fit in order to enable the District to determine the Contractor's compliance with all standards, laws and regulations. Data items which the Contractor will be required to retain include, but are not limited to, the following:

- Passenger's name.
- Passenger's trip origin (address).
- Passenger's trip destination (address).
- Odometer reading
- Miles per passenger trip.
- Scheduled and actual pickup and drop off times.
- Fare collected.
- Companions transported, if applicable.
- Telephone reports
- Daily cancellations, problems and no-shows log.

The Contractor will submit all monthly reports to the District's Operations Administrator and/or ADA Paratransit Service Compliance Manager on operational performance, maintenance performance, and safety. The Operational Report should stipulate, by revenue vehicle and revenue vehicle fleet, vehicle hours, revenue miles, and accidents per 100,000 miles of service. The list below includes the minimum data requirements of the monthly report of the Contractor.

Operational Data:

- Revenue Hours
- Total Hours
- Billable Revenue Hours (post data entry audit).
- Revenue Miles
- Total Miles
- Trips completed/missed ratio.
- Scheduled Fares vs. Actual Fares.
- Late and Missed Trips
- On-time performance percentage.
- Drug and alcohol testing results for all safety-sensitive employees.
- Last twelve (12) months vehicle operator turnover rate-by month.
- Certified driver list.
- Monthly list of all Proposer employees authorized to access network.

Fleet Maintenance Data:

- Preventive Maintenance Inspection and major repair work.
- Vehicle down time.
- Warranty activity on Revenue Vehicles, equipment, and other property owned by the District.
- Fleet availability.
- Fluids consumption of District-owned Revenue Vehicles (excluding fuel).

- Fuel consumption for all Revenue Vehicles (by vehicle).
- Air conditioning maintenance (by vehicle).
- Lift maintenance.
- Miles traveled by all revenue vehicles.
- Number of accidents (preventable and non-preventable).
- Average mileage between PM's.
- Number of PM's.
- Number of road calls (maintenance and non-maintenance).
- Mileage between maintenance road calls.
- Engine and undercarriage steam clean report.
- Number of lift services performed.

In addition, the Contractor shall submit a brief, concise monthly management report on the operations status of the paratransit system, identifying customer input and complaints and outlining any problems, along with suggested solutions. The monthly report should include data and graphs for passenger complaints, preventable and total accidents, worker's compensation experience, on time performance, employee absenteeism and turnover rates and all telephone reports.

All data collected is the property of the District and must be returned in its entirety at the end of the Contract, the data is to remain confidential; any dissemination of information outside the District without the express written consent of the District is strictly forbidden and may be cause for dismissal and/or termination of the Contract. The District has the right to request reports on data.

## **17. RECORDS RETENTION**

**Financial Records** - The Contractor will maintain a set of financial records, in accordance with generally accepted accounting principles, for the entire term of this agreement and after the term of this Agreement for a period of not less than three (3) years.

**FTA and State Required Reports** – Contractor will cooperate with the District, State and FTA in any way in order to satisfy FTA and State reporting requirements and will specifically permit "on-board" operational data sampling by the District, State or FTA employees. All of the reports will be retained by the Operator for three (3) years after the termination date of this agreement and may be audited by the District, State and FTA at any time within this period.

**Confidentiality of Records** - The Contractor shall agree that the information and records relating to the provision of this service are confidential and shall not be disclosed to any person without the prior written authorization of the District.

The District retains unconditional ownership of all documents, data, information, reports or other materials produced under this Agreement. The ownership of all capital equipment, non-capital data, materials and plans purchased or otherwise prepared under this Agreement shall be vested in and delivered to the District. All reports shall be delivered to the District for review prior to publication.

The following statement will appear on the cover or the title page of any published report under the terms of this Agreement:

***"Prepared in cooperation with the Greater Hartford Transit District, the Connecticut State Department of Transportation, and the U. S. Department of Transportation, Federal Transit Administration."***

However, in the event that the District, ConnDOT, and/or FTA does not wish to subscribe to the findings or conclusions of a publication prepared by the Operator and submitted to the District for review, said publication shall include on the front piece the following statement:

***"The opinions, findings, and conclusions expressed in this publication are those of CONTRACTOR and do not necessarily reflect the official views or policies of the Greater Hartford Transit District, the Connecticut Department of Transportation and the Federal Transit Administration."***

## **18. COMPLAINTS**

The Contractor is responsible for responding to all complaints, which includes responding to customers and complaint resolution. Exhibit G includes service standards for complaints. The Contractor is required to have a customer complaint procedure. The procedure must include the classification of all complaints. It shall be the objective of the Contractor to limit the number of complaints from the public, concerning the Contractor's performance of services. Complaints received by the District will be forwarded to the Contractor for handling. The Contractor shall research the complaint and respond to the District in writing within five (5) working days after receipt of a passenger complaint. The Contractor is required to investigate the complaints and provide the results of the investigation. The response should include detailed investigation results and action taken. The Contractor is required to indicate if complaints are classified as being ADA, Title VI, or General Complaints. The Contractor is also required to indicate the steps to be taken to avoid the subsequent occurrence of similar complaints.

The Contractor is required to have a manager attend public meetings as requested, such as the ADA Participation Group Forum. The District may request that additional staff/departments also participate.

## **19. PERFORMANCE STANDARDS AND PENALTIES**

The Contractor must abide by all service standards established by the District for its paratransit service: See Exhibit G Service Policies, Standards and Penalties. The District expects that the Contractor will meet or exceed the service standards. In any dispute regarding service standards, the District shall determine, at its sole discretion, the remedy or action required to correct the situation. The

The District desires that the Contractor provide safe, timely and reliable transit service. As such, the performance standards (see Exhibit G) address:

- Call center performance
- On time performance and missed trips
- Trip denials
- Service delivery
- Excessive ride length
- Reports
- Complaints
- Staffing
- Preventable accidents

- Road calls
- Invoices

The District will measure the Contractor's performance in several ways including but not limited to:

- The District personnel will ride, observe, and may hire independent contractors to ride and/or observe the paratransit service and report concerning all aspects of the service,
- The District will randomly sample the Contractor's trips and analyze on time performance and trip length, and
- The District will review and verify monthly operating statistics provided by both Trapeze and the Contractor.

## **20. PAYMENT AND BILLING INFORMATION**

The Contractor shall be paid based upon monthly invoices submitted by the Contractor to the District. Payment will be made within one hundred and twenty (120) days after submission of the invoice.

The Contractor shall be compensated by the District for the services performed under the contract through a three tiered pricing structure.

- Fixed cost monthly fee
- Service Hour rate
- Non preventive maintenance labor rate

Service hour is defined as the time from when the vehicle leaves the garage to the time the vehicle returns to the garage minus any breaks or gaps greater than thirty (30) minutes continuous time

The Contractor will submit a monthly invoice to the District for the service hours of service provided under the Contract. Prior to submittal of the invoice, the Contractor will have completed the required data entry and performed a trip edit and audit process to subtract any "gaps" or "slack time" of thirty (30) minutes or more that will be considered as non-revenue time. The invoice for billable service hours must be accompanied by all supporting documents showing levels of service provided by day.

A separate invoice shall be provided for vehicle maintenance repairs not considered part of the preventive maintenance.

The invoices for payment will be marked to include a reference to the Contract number, and will be consecutively numbered. The invoices are to be hand delivered to the Director of Fiscal and Administrative Services and/or Accounting Department Designee.

The District reserves the right to request any and all information to support any charges submitted in the invoice. The District's management may withhold payment or incur penalties for services believed to be improper, failed to meet service specifications, or were otherwise questionable, and may offset default penalties against any payment due. Payment will be made within one hundred and twenty (120) days upon receipt of a fully supported and documented invoice.

The District may withhold from the monthly payment for the last month of the contract an amount which the District believes, in good faith, to be sufficient to address any potential overpayments that need to be reconciled in connection with the Contractor's final invoice and any

outstanding payment issues in connection with Contract close out. Upon termination of the contract, the Contractor shall submit to the District a final invoice accompanied by all of the required reports including any other financial or accounting information needed for contract close-out. The District shall pay all amounts in such final invoice not in dispute within one hundred and twenty (120) days of verification and acceptance of the invoice by the District's Operations Administrator. The Contractor and the District's Operations Administrator and/or ADA Paratransit Service Compliance Manager shall meet promptly to attempt to resolve any remaining disputed costs or charges or other outstanding issues.

## **21. DRUG AND ALCOHOL TESTING.**

The Contractor will fully comply with the Federal Transit Administration's (FTA) requirements relating to the testing of employees who perform safety-sensitive functions are set forth in Parts 40 & 655 of Title 49 of the Code of Federal Regulations (C.F.R.). The Contractor shall agree to participate in the statewide drug and alcohol testing consortium.

The District will require that the Contractor to participate in the Connecticut Drug and Alcohol Testing Consortium, which is funded by the Connecticut Department of Transportation. The Contractor must adhere to all drug and alcohol testing requirements as mandated by the Federal Transit Administration and outlined in 49 CFR Parts 40 and 655, as amended. The Contractor must forward to the District upon award of a contract a copy of the Contractor's Drug & Alcohol Testing Policy approved by the Contractor's governing board. The District reserves the right to direct the Contractor to adopt the standardized policy instituted on behalf of the Consortium.

Employee Assistance Program services are provided for all safety-sensitive employees and their family members under the auspice of the Consortium.

## **22. PUBLIC MEETINGS AND OUTREACH**

The Contractor shall meet with the District weekly or as scheduled to review Contract compliance and address operational issues. The Contractor may be asked to meet with locations/agencies to address operational issues when they occur. The Contractor shall attend the District's ADA Participation Group Forum. The District participates in outreach tabling events, educational speaking events, and other forms of public outreach and may request that the Contractor participate. These events may occur during or after normal business hours.



## **SECTION III - RESPONSE CRITERIA**

### **1. SUBMISSION REQUIREMENTS**

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

Interested parties shall submit a proposal in one package with two (2) sealed envelopes within the proposal package. Envelope 1 of the package will contain one (1) original and five (5) copies and (1) electronic copy of the technical written proposal; no price or fee information is to be included. Envelope 2 will contain only information related to the price proposal in the form of one (1) original and five (5) copies of the cost proposal. Envelope 2 should be clearly marked "Cost Proposal for Paratransit Management Services."

The outer envelope (or box) of the proposal package must be clearly marked Proposal: Paratransit Management Services on the front thereon. The Respondent's complete return address must be included on the outer envelope.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 25 - 8 ½ X 11 sheets or 50 pages of double sided prints. Font size 12 points. Required certifications are not considered part of the page limit.

Proposals shall be submitted in three ring binders, with a table of contents and tabs to separate each section. Sections shall be organized in the following order outlined below (A through H.) Note that Part I, the Cost Proposal, MUST be in a separately sealed envelope.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications (Exhibit I) must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of service to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services. Any items omitted from this specification which are clearly necessary for the completion of the project shall be considered a portion of the project although not directly named in these specifications.

#### **A. GENERAL REQUIREMENTS**

The proposal must include a cover letter, a Table of Contents, and the General Information Form.

#### **B. TECHNICAL PROPOSAL**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide ADA Paratransit Management services for the Greater Hartford Transit District.

The Proposer shall present the case for the selection of the Proposer as the District's ADA Paratransit Management firm, indicate the unique qualifications, experience, approach, background and other characteristics of the Proposer that make it the best choice for the District.

### **C. STATEMENT OF QUALIFICATIONS**

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer's firm. This section should establish the ability of the Proposer to satisfactorily perform the services.

The Proposer must have a minimum of ten (10) years of experience in the provision of paratransit management services and demonstrate it has the ability to fulfill the obligations of this contract. The Proposer should list any significant accomplishments of the firm or the individuals in contributing to the success of similar services.

The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor. Describe role of proposed subcontractor

The proposal must also include a list of references (at least three (3)) to which the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a short narrative describing the project, its present status, size of fleet, and total contract value. Proposer shall ensure that contact names/telephone numbers are accurate.

NOTE: It is not sufficient to merely state that past or ongoing projects are similar in size, scope, and complexity, and are relevant to the requirements of this solicitation. The Offeror shall provide rationale describing how each cited project is indeed similar in size, scope, and complexity.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

The proposal must include information that includes whether or not the Proposer within the past seven years has failed to complete a contract for any reason or had any contract terminated before its original expiration date, the Proposer must provide a list of all such contracts and an explanation for the non-completion or early termination.

### **D. FINANCIAL CAPACITY**

Each proposer must submit information to allow the District to assess the financial capacity of the proposer's organization. This information must include audited financial statements of the proposer and any parent or affiliated company for the past five (5) years. Including:

- A summary of all claims made in the last five (5) years arising out of previous contracts listed including financial disposition of each claim, the project name, amount, date, and location.
- A statement describing whether or not the proposer has defaulted on a project within the last two years, including name, location, amount, and date.
- A statement describing whether the Proposer has been found to be non-responsible proposer, for reason other than being non-responsive, by a public agency within the past two years, including project name, amount, location and date.

- A statement describing whether the Proposer, any officer of the Proposer, or any employee of the proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explaining the circumstances, including project name, amount, location, date, etc.

The Proposer must identify any conditions: e.g. bankruptcy, pending litigation, planned office closures, impending merger, which may impede Proposer's ability to provide paratransit services. Proposer shall also identify any impending change in their senior management team or the regional management team that would monitor this contract.

#### **E. PROJECT MANAGEMENT/STAFFING PLAN**

This section of the proposal should establish the method that will be used by the Proposer to manage the proposed services offered as well as identify key personnel assigned.

The Proposer must provide a management structure and staffing plan that clearly identifies the manner in which it will satisfy the obligations set forth in the technical requirements. The detailed staffing plan for this paratransit operation shall include the number of employees in each position, and communication/reporting relationships among the proposed staff. The Proposer shall provide education, experience, training, special qualifications, years of relevant experience, and applicable professional credentials of proposed staff. For the General Manager and Key Personnel members being proposed for the contract, the Proposer must list the name of the individual assigned to each key position and include a detailed resume.

The Proposer shall describe the ability of the management team to respond immediately to issues relating to the service proposed. The Proposer should demonstrate how this requirement will be fulfilled and should indicate the percentage of time each individual will be dedicated to the District. The Plan must detail the management structure proposed and describe how the management team fits within, and reports to, the overall corporate structure.

The Contractor shall address the securement of additional staff to meet the District's needs. The Proposer shall describe the process the firm will use to attract qualified personnel and office staff. Describe the Proposer's participation in the staff continued education and training.

The Proposer shall provide information relative to the experience with and knowledge and understanding of Trapeze paratransit management software or any other commercially available paratransit management software as well as mobile data computers.

The Proposer must provide a comprehensive, detailed discussion showing how all start-up tasks will be completed prior to the commencement date of the Contract. This plan shall provide for the orderly transition of all administrative and operations functions. A detailed schedule must be supplied along with any appropriate information including major work tasks and key milestone dates for the project, based on weeks after notice to proceed; logical dependencies to indicate what work must be completed before other work can begin. Highlight the tasks that require the District's involvement and explain to what degree the District must be involved.

#### **F. WORK PLAN**

The Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Proposer's understanding of the District's needs and requirements.

Each Proposal must contain a specific response to the technical requirements outlined in Section II Technical Specifications. Included shall be the Proposer's plan to fulfill its obligations for the services sought. The Proposer shall describe in detail how it would accomplish the established workload, and how it would approach all of the program requirements. This section must include a response to each section in the Technical Specifications (Section II). The Proposer will identify the response/approach to each section in the order the section appears in the specifications. The Proposer must identify how the section requirements will be met and how the Proposer intends to achieve full compliance.

The Proposer shall list the location of their office headquarters.

The Proposer shall describe the training and re-training plans for each position. Include course names, length, frequency, instruction methods and qualifications of trainers. The Proposer must state the frequency of follow-up or additional training and any circumstances that would warrant re-training.

The Proposer must provide an overview of the driver staffing program and percentage of extra-board drivers. Include information on hiring practices, minimum qualifications, and training program. Explain uniform policies and expectations of driver conduct. Describe on-road supervision and staffing.

The Proposer shall discuss methods to be used to maintain solid communications within the organization including the communication of rules, procedures and other information drivers and other staff are required to possess to insure high quality delivery of service.

The Contractor shall develop a contingency plan, in their proposal, to address continuance of service in the event of an Operator or maintenance work stoppage.

The Proposer must provide a copy of its safety program. The program must include the following components and methods to be utilized to promote safety awareness: accident response plan, accident review process and analysis; determination of an accident as preventable or non-preventable based on the National Safety Council guidelines; employee retraining provisions; and driver incentive provisions.

The Proposer shall describe its safety record over the past five (5) years. Include information relating to any fatalities or other major incidents or claims against your firm. Include any safety statistics available.

The Proposer must provide the names of the staff trained in compliance with FTA's Drug and Alcohol Reasonable Suspicion testing. The Proposer must submit a copy of the materials used to provide drivers with the FTA required sixty (60) minutes of training in the area of drug and alcohol awareness. In addition, the Proposer must submit its Drug and Alcohol Policy and Procedures.

The Proposer shall provide information on the preventive and corrective maintenance programs, including on road call management. Explain how the effectiveness of the maintenance program is measured and provide any statistics available to demonstrate that effectiveness. Describe the Proposer's program for interior and exterior vehicle cleaning and body work.

The Proposer shall describe their policy and procedures for cash management to include a description of the positions that will involve cash management. This shall include an explanation

or overview of how cash fares and fare tickets will be collected, accounted and reported. In addition, describe the procedures for timely reporting of accidents/incidents in accordance with District specifications.

The Proposer must outline a plan to ensure professionally effective and productive use and management of information technology hardware and software (i.e. mobile data computers).

The Proposer shall describe any monetary and non-monetary employee incentives that might be used to provide a more stable and professional workforce. It is the District's desire to maintain consistency with respect to an experienced and capable staff.

Detailed information shall be provided for any exceptions, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the District's technical or contractual requirements, these should be thoroughly explained.

#### **G. AFFIRMATIVE ACTION PLAN**

The Proposer shall include a copy of the Proposer's and any subcontractor's Affirmative Action Plan and a brief description of how the plan is implemented.

#### **H. REQUIRED CERTIFICATIONS**

The Proposal must submit the completed and signed certifications shown in Exhibit J. Failure to submit the certifications will result in the proposal not being evaluated.

#### **I. COST PROPOSAL FORM**

The Cost Proposal must specify the proposed cost to provide services as stated in this RFP. The form shown in Exhibit J shall be completed for Fiscal Year 2021, 2022, 2023, 2024 and 2025. The cost proposal shall include all of the costs and expenses associated with the Proposal.

The cost proposal must be submitted in a separate sealed and labeled package. PLEASE NOTE: Cost information must appear only in the cost proposal; cost information must not be discussed in the technical proposal.

The District will compensate the successful Proposer for services rendered under the Contract through a fixed and variable pricing structure that includes a service hour rate and a non-preventive maintenance hourly rate.

**Fixed Cost Positions:** Management staff salaries include the following key positions: General Manager, Operations Manager, Call Center Manager, Finance Manager, Information Technology Manager, Safety Manager, and Maintenance Manager.

Administrative Staff positions may include payroll, editing, customer service representatives, or those positions that the contractor can show support the operation and service. The Contractor should provide an explanation of the proposed administrative staff positions.

**Variable Rates:** Administrative Cost examples may include; training materials, supplies, incentives for operational employees, technology solutions not included by the District, etc.

Service Hour is defined as the time a vehicle leaves the garage to the time the vehicle returns to the garage excluding lunch breaks, other breaks and cumulative slack time in periods equal to or exceeding 30-minute continuous blocks. The District will allow a reasonable amount of

deadhead time to the first pick up and similarly to return from the last drop off. The District will not compensate for excessive deadhead time.

The Service Hour Rate is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate.

It is the responsibility of the awarded contractor to audit and deduct the 30-minute continuous blocks from the total billable hours. The Proposer shall also provide the District with documentation substantiating their reported data for billing purposes. The District may audit these records at any time.

In order to enable proposers to develop estimates of costs, historic levels of service consumption have been provided in this RFP. For calculation of the service hourly rate, the District has provided estimated total service hours on each annual Cost Proposal form for submission. The District emphasizes that the numbers presented do not necessarily represent a guarantee of specific levels of service for this RFP.

The non-preventive maintenance rate equates to unscheduled maintenance activities and this should be the cost for labor only. (Parts are a pass thru.)

The District shall pay in accordance with the number of service hours successfully completed during the accounting period after such adjustment the District may make in accordance with the provisions of this procurement. All records related to the monthly billing are subject to audit by the District, State of Connecticut, FTA, and/or any of the District's funding sources or any District designee. Invoices submitted without proper records shall not be accepted or paid.

The District will deduct from amounts otherwise owed to Proposer an amount equal to assessments imposed by the District on the Proposer, as described in the Exhibit G Service Performance Standards and Penalties section of this RFP, plus any other amounts the District may be entitled to deduct under the provisions of this procurement.

Payment will be made within one hundred and twenty (120) calendar days following receipt of an invoice.

The Proposer shall take notice that the time required to receive funding from the District's funding sources is beyond the District's control and is sometimes delayed. The District will make every effort to compensate the Proposer on a timely manner. However, the District will in no way compensate the Proposer for any additional costs or fees for delays in payments or pay any interest on outstanding invoices.

## **2. MISCELLANEOUS INFORMATION**

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

## **SECTION IV - PROPOSAL EVALUATION**

### **1. EVALUATION PROCEDURES**

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points, to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer, then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

### **2. TECHNICAL PROPOSAL**

The Evaluation Review Committee shall evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to make a selection of a proposal for potential award. Any exceptions, conditions, reservations or

understandings explicitly, fully and separately stated by a Proposer which do not cause the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria which they affect.

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet the District's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated. The evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

The District will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

**A. Experience of Firms – 20 Points**

Elements thereof include experience of Proposer operating a total turnkey ADA paratransit service (Call Center, Scheduling, Dispatch, Operations, and Vehicle Maintenance) equal to or larger than the scope of work included in this RFP. Experience must include the generation of driver manifests for 80+ vehicles during peak pull and maintaining an ADA paratransit fleet of 80+ vehicles. This section will evaluate evidence of prior performance including maintaining a high Passenger per Hour rate while maintaining high quality service standards (on time performance and complaints per 100K passengers). Please advise if the firm was able to introduce new technologies to reduce passenger no-shows and increase scheduled productivity. This aspect concerns contract termination for cause, and similar matters; financial resources and stability, and ability to meet the insurance requirements described in the RFP.

**B. Key Personnel – 20 Points**

Experience and qualifications of key personnel; availability of staff and their responsibilities in the provision of service; adequacy of personnel assigned to the operation of the system will be measured by experience and education. There is an expectation of the availability of both corporate and regional staff to support the local operation.

**C. Project Management – 20 points**

Demonstrated understanding of the required work and services; and project approach and understanding; Proposer's compliance with and responsiveness to RFP instructions, specifications, requirements and scope of work as shown through response/approach submitted to Section II. In addition, setting forth the specific tasks necessary to begin services; timeline for completing the transition; and any additional resources that will be applied through the transition period will also be reviewed.

**D. Operations and Maintenance – 20 Points**

This aspect concerns the availability and content of written policies; recruitment plans, and training and monitoring of employee performance; policies regarding equipment, maintenance and operations; workforce management, operations supervision, training program; safety programs. This aspect also concerns complaint resolution process; and the ability to generate required reports.

**3. COST PROPOSAL**



### **A. Proposed Price - 20 Points**

Proposals will be rated on the basis of the total cost of the Paratransit Management Services. The Proposal asserting the lowest will receive 20 points. All other proposals will receive between 1 to 20 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- a) Divide lowest proposed cost by cost of relevant proposal
- b) Multiply result from step a) times 20 points to determine points to be awarded.

The final score for each proposal will be obtained by summing the results from each section, with a perfect final score being 100 points.

***EXHIBIT A – FEDERAL CONTRACT CLAUSES***

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

**No Government Obligation to Third Parties** (1) The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records** - The following access to records requirements apply to this Contract:

1. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

4. Where the District which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the District, the Secretary of Transportation and

the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** - Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Termination**

**a. Termination for Convenience.** The District may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

**b. Termination for Default.** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time

for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the District.

**c. Opportunity to Cure.** The District in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

**Suspension and Debarment-** The District agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

(2) If the District suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
- (c) FTA Chief Counsel.

**Breaches and Dispute Resolution**—Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the District's authorized representative. This decision shall be final and conclusive unless within ten days

from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the District's Executive Director. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the District's Executive Director shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the District, the contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air - 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Clean Water** - Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Recycled Products** –The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Fly America Requirements** - Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Contract Work Hours & Safety Standards Act** –

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.



(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Disadvantaged Business Enterprises -**

a.) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is 5%. No separate contract goal for DBE participation has been established for this procurement.

b.) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c.) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. No separate contract goal has been established.

d.) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e.) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f.) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment** – The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Charter Service Operations** - Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

**School Bus Operations** - Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

**Access Requirements for Persons with Disabilities** - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Transit Employee Protective Provisions**- Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or

appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the

following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

**Drug and Alcohol Abuse & Testing** - The contractor agrees to:

*(a) participate in the Connecticut Drug and alcohol Testing Consortium program established in compliance with 49 CFR 653 and 654.*

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

**Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

***EXHIBIT B – STATE GRANT REQUIREMENTS***

## STATE OF CONNECTICUT GRANT REQUIREMENTS

**Small Business Enterprises.** In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

**Non-Discrimination in Employment and Affirmative Action.** In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their preemployment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their

race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

**Non-Discrimination on the Basis of Disability.** The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth

in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.



**EXHIBIT C – PROCUREMENT AND APPEALS PROCESS**

## **GHTD Procurement Procedures and Appeals Process**

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

### 1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties.

### 2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

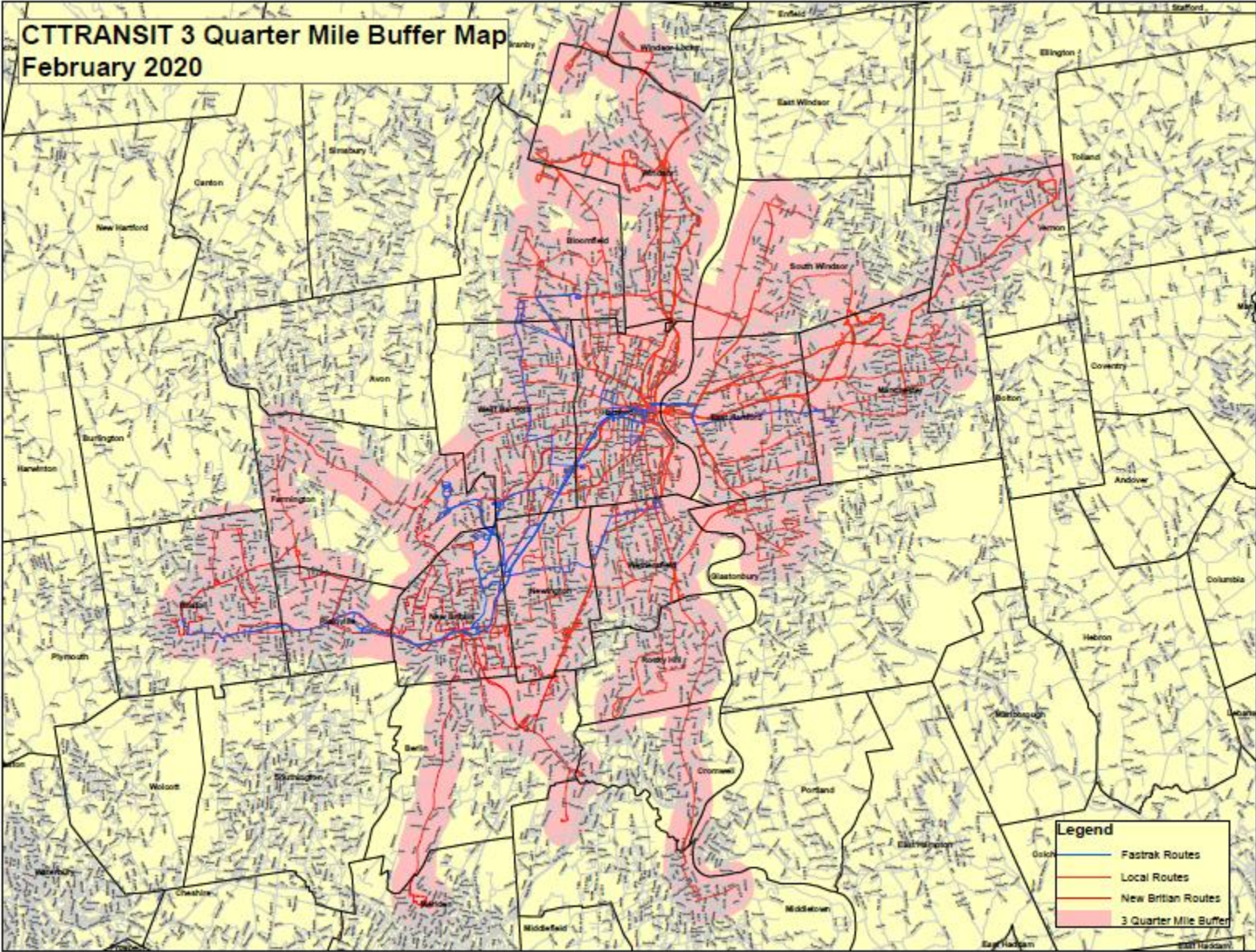
Federal Transit Administration Region 1 Office,  
Kendall Square  
Attention: Procurement Appeal  
55 Broadway, Suite 920  
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

***EXHIBIT D –SERVICE AREA MAP***



***EXHIBIT E – CURRENT VEHICLE INVENTORY***

November 2019 Vehicle Inventory					Greater Hartford Transit District FY2020							
PARATRANSIT VEHICLES GHTD / FT												
Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
1	1404	CHEV	E450	2014	6287	1GB6G5BL5E1161475	6.6 DEF	12P/4WC	PE5HG1124H5375	EA-04815	NCL919FIBHB-2	Jul-14
2	1501	FORD	E450	2016	AB29203	1FDEE4FL9GDC10787	5.4L GAS	12P/4WC	PH5HF4004H6892	15073001427	NCL919FIBHB-2	Oct.-15
3	1502	FORD	E450	2016	AB29202	1FDEE4FL0GDC10788	5.4L GAS	12P/4WC	PH5HF4004H6893	15072901401	NCL919FIBHB-2	Oct.-15
4	1503	FORD	E450	2016	AB29204	1FDEE4FL2GDC10789	5.4L GAS	12P/4WC	PH5HF4004H6894	15073001432	NCL919FIBHB-2	Oct.-15
5	1504	FORD	E450	2016	AB29211	1FDEE4FL9GDC10790	5.4L GAS	12P/4WC	PH5HF4004H6895	15072901406	NCL919FIBHB-2	Oct.-15
6	1505	FORD	E450	2016	AB29210	1FDEE4FL0GDC10791	5.4L GAS	12P/4WC	PH5HF4004H6896	15072401380	NCL919FIBHB-2	Oct.-15
7	1506	FORD	E450	2016	AB29208	1FDEE4FL2GDC10792	5.4L GAS	12P/4WC	PH5HF4004H6897	15072901396	NCL919FIBHB-2	Oct.-15
8	1507	FORD	E450	2016	AB29207	1FDEE4FL4GDC10793	5.4L GAS	12P/4WC	PH5HF4004H6898	15072701384	NCL919FIBHB-2	Oct.-15
9	1508	FORD	E450	2016	AB29206	1FDEE4FL6GDC10794	5.4L GAS	12P/4WC	PH5HF4004H6899	15072701388	NCL919FIBHB-2	Oct.-15
10	1509	FORD	E450	2016	AB29205	1FDEE4FL8GDC10795	5.4L GAS	12P/4WC	PH5HF4004H6900	15072701385	NCL919FIBHB-2	Oct.-15
11	1510	FORD	E450	2016	AB29214	1FDEE4FLXGDC10796	5.4L GAS	12P/4WC	PH5HF4004H6901	15072101369	NCL919FIBHB-2	Oct.-15
12	1511	FORD	E450	2016	AB29213	1FDEE4FL1GDC10797	5.4L GAS	12P/4WC	PH5HF4004H6902	15072401376	NCL919FIBHB-2	Oct.-15
13	1512	FORD	E450	2016	AB29215	1FDEE4FL3GDC10798	5.4L GAS	12P/4WC	PH5HF4004H6903	15072901404	NCL919FIBHB-2	Oct.-15
14	1513	FORD	E450	2016	AB29216	1FDEE4FL5GDC10799	5.4L GAS	12P/4WC	PH5HF4004H6904	15072901426	NCL919FIBHB-2	Oct.-15
15	1514	FORD	E450	2016	AB29217	1FDEE4FL8GDC10800	5.4L GAS	12P/4WC	PH5HF4004H6905	15072901407	NCL919FIBHB-2	Oct.-15
16	1515	FORD	E450	2016	AB29212	1FDEE4FLXGDC10801	5.4L GAS	12P/4WC	PH5HF4004H6906	15072901402	NCL919FIBHB-2	Oct.-15
17	1516	FORD	E450	2016	AB29209	1FDEE4FL1GDC10802	5.4L GAS	12P/4WC	PH5HF4004H6907	15072701391	NCL919FIBHB-2	Oct.-15
18	1517	FORD	E450	2016	AB29223	1FDEE4FL3GDC10803	5.4L GAS	12P/4WC	PH5HF4004H6908	15072101364	NCL919FIBHB-2	Oct.-15
19	1518	FORD	E450	2016	AB29218	1FDEE4FL5GDC10804	5.4L GAS	12P/4WC	PH5HF4004H6909	15072701387	NCL919FIBHB-2	Oct.-15
20	1519	FORD	E450	2016	AB29221	1FDEE4FL7GDC10805	5.4L GAS	12P/4WC	PH5HF4004H6910	15072401377	NCL919FIBHB-2	Oct.-15
21	1520	FORD	E450	2016	AB29222	1FDEE4FL9GDC10806	5.4L GAS	12P/4WC	PH5HF4004H6911	15072101368	NCL919FIBHB-2	Oct.-15
22	1521	FORD	E450	2016	AB29219	1FDEE4FL0GDC10807	5.4L GAS	12P/4WC	PH5HF4004H6912	15072101365	NCL919FIBHB-2	Oct.-15
23	1522	FORD	E450	2016	AB29220	1FDEE4FL2GDC10808	5.4L GAS	12P/4WC	PH5HF4004H6913	15072401381	NCL919FIBHB-2	Oct.-15
24	1523	FORD	E450	2016	AB29236	1FDEE4FL4GDC10809	5.4L GAS	12P/4WC	PH5HF4004H6914	15072701386	NCL919FIBHB-2	Oct.-15
25	1524	FORD	E450	2016	AB29237	1FDEE4FL0GDC10810	5.4L GAS	12P/4WC	PH5HF4004H6915	15072701389	NCL919FIBHB-2	Oct.-15
26	1525	FORD	E450	2016	AB29235	1FDEE4FL2GDC10811	5.4L GAS	12P/4WC	PH5HF4004H6916	1502701383	NCL919FIBHB-2	Oct.-15
27	1526	FORD	E450	2016	AB29234	1FDEE4FL4GDC10812	5.4L GAS	12P/4WC	PH5HF4004H6917	15072701390	NCL919FIBHB-2	Oct.-15
28	1527	FORD	E450	2016	AB29233	1FDEE4FL6GDC10813	5.4L GAS	12P/4WC	PH5HF4004H6918	15072401382	NCL919FIBHB-2	Oct.-15
29	1528	FORD	E450	2016	AB29231	1FDEE4FL8GDC10814	5.4L GAS	12P/4WC	PH5HF4004H6919	15072901405	NCL919FIBHB-2	Oct.-15
30	1529	FORD	E450	2016	AB29241	1FDEE4FL3GDC11403	5.4L GAS	12P/4WC	PH5HF4004H6920	15072701392	NCL919FIBHB-2	Oct.-15

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Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
31	1530	FORD	E450	2016	AB29242	1FDEE4FL5GDC11404	5.4L GAS	12P/4WC	PH5HF4004H6921	15072901412	NCL919FIBHB-2	Oct.-15
32	1531	FORD	E450	2016	AB29232	1FDEE4FL7GDC11405	5.4L GAS	12P/4WC	PH5HF4004H6922	15072901409	NCL919FIBHB-2	Oct.-15
33	1532	FORD	E450	2016	AB29243	1FDEE4FL9GDC11406	5.4L GAS	12P/4WC	PH5HF4004H6923	15072901408	NCL919FIBHB-2	Oct.-15
34	1533	FORD	E450	2016	AB29244	1FDEE4FL0GDC11407	5.4L GAS	12P/4WC	PH5HF4004H6924	15072901410	NCL919FIBHB-2	Oct.-15
35	1534	FORD	E450	2016	AB29245	1FDEE4FL2GDC11408	5.4L GAS	12P/4WC	PH5HF4004H6925	15072901403	NCL919FIBHB-2	Oct.-15
36	1535	FORD	E450	2016	AB29246	1FDEE4FL4GDC11409	5.4L GAS	12P/4WC	PH5HF4004H6926	15072901400	NCL919FIBHB-2	Oct. 15
37	1601	FORD	E450	2016	AE13947	1FDDE4FS4GDC51243	6.8L GAS	12P/4WC	PH55F4006H7791	16050903353	NCL919FIBHB-2	Jul. 2016
38	1602	FORD	E450	2016	AE13946	1FDDE4FS6GDC51244	6.8L GAS	12P/4WC	PH5HF4006H7792	16050903357	NCL919FIBHB-2	Jul. 2016
39	1603	FORD	E450	2016	AE13945	1FDDE4FS8GDC51245	6.8L GAS	12P/4WC	PE5GF4006H7793	16050903362	NCL919FIBHB-2	Jul. 2016
40	1604	FORD	E450	2016	AE13949	1FDDE4FSXGDC51246	6.8L GAS	12P/4WC	PH55F4006H7794	16050903356	NCL919FIBHB-2	Jul. 2016
41	1605	FORD	E450	2016	AE13948	1FDDE4FS1GDC51247	6.8L GAS	12P/4WC	PH55F4006H7795	16050903354	NCL919FIBHB-2	Jul. 2016
42	1606	FORD	E450	2016	AE13950	1FDDE4FS3GDC51248	6.8L GAS	12P/4WC	PH55F4006H7796	16050603358	NCL919FIBHB-2	Jul. 2016
43	1607	FORD	E450	2016	AE13952	1FDDE4FS5GDC51249	6.8L GAS	12P/4WC	PH55F4006H7797	16050903361	NCL919FIBHB-2	Jul. 2016
44	1608	FORD	E450	2016	AE13953	1FDDE4FS1GDC51250	6.8L GAS	12P/4WC	PH55F4006H7798	16050903355	NCL919FIBHB-2	Aug. 2016
45	1609	FORD	E450	2016	AE13951	1FDDE4FS3GDC51251	6.8L GAS	12P/4WC	PH55F4006H7799	16050903369	NCL919FIBHB-2	Aug. 2016
46	1610	FORD	E450	2016	AE13954	1FDDE4FS5GDC51252	6.8L GAS	12P/4WC	PH55F4006H7800	16050903360	NCL919FIBHB-2	Aug. 2016
47	1611	CHEV	G4500	2016	AE13968	1GB6GUBL2G1271770	6.6 DEF	12P/4WC	PE5G4006H7729	16071803973	NCL919FIBHB-2	Oct-16
48	1612	CHEV	G4500	2016	AE13969	1GB6GUBL5G1271875	6.6 DEF	12P/4WC	PE5G4006H7730	16071803972	NCL919FIBHB-2	Oct-16
49	1613	CHEV	G4500	2016	AE13970	1GB6GUBL8G1273104	6.6 DEF	12P/4WC	PE5G4006H7731	16071803971	NCL919FIBHB-2	Oct-16
50	1614	CHEV	G4500	2016	AE13971	1GB6GUBLXG1273170	6.6 DEF	12P/4WC	PE5G4006H7732	16071803967	NCL919FIBHB-2	Oct-16
51	1615	CHEV	G4500	2016	AE13972	1GB6GUBL2G1272580	6.6 DEF	12P/4WC	PE5G4006H7733	16071803966	NCL919FIBHB-2	Oct-16
52	1616	CHEV	G4500	2016	AE13973	1GB6GUBL5G1271505	6.6 DEF	12P/4WC	PE5G4006H7734	16071803959	NCL919FIBHB-2	Oct-16
53	1617	CHEV	G4500	2016	AE13976	1GB6GUBL5G1272427	6.6 DEF	12P/4WC	PE5G4006H7735	16071803955	NCL919FIBHB-2	Oct-16
54	1618	CHEV	G4500	2016	AE13977	1GB6GUBL8G1274186	6.6 DEF	12P/4WC	PE5G4006H7736	16071803954	NCL919FIBHB-2	Oct-16
55	1619	CHEV	G4500	2016	AE13978	1GB6GUBL3G1272216	6.6 DEF	12P/4WC	PE5G4006H7737	16071803961	NCL919FIBHB-2	Oct-16
56	1620	CHEV	G4500	2016	AE13979	1GB6GUBL7G1273403	6.6 DEF	12P/4WC	PE5G4006H7738	16071803960	NCL919FIBHB-2	Oct-16
57	1621	CHEV	G4500	2016	AE13980	1GB6GUBL5G1273870	6.6 DEF	12P/4WC	PE5G4006H7739	16072204026	NCL919FIBHB-2	Oct-16
58	1622	CHEV	G4500	2016	AE13981	1GB6GUBL2G1274250	6.6 DEF	12P/4WC	PE5G4006H7740	16071803963	NCL919FIBHB-2	Oct-16
59	1623	CHEV	G4500	2016	AE13982	1GB6GUBL7G1272817	6.6 DEF	12P/4WC	PE5G4006H7741	16071803980	NCL919FIBHB-2	Oct-16
60	1624	CHEV	G4500	2016	AE13983	1GB6GUBL1G1275180	6.6 DEF	12P/4WC	PE5G4006H7742	16071803958	NCL919FIBHB-2	Oct-16



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Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
61	1625	CHEV	G4500	2016	AE13984	1GB6GUBL4G1273567	6.6 DEF	12P/4WC	PE5G4006H7743	16071803970	NCL919FIBHB-2	Oct-16
62	1626	CHEV	G4500	2016	AE13985	1GB6GUBLXG1274013	6.6 DEF	12P/4WC	PE5G4006H7744	16071803969	NCL919FIBHB-2	Oct-16
63	1627	CHEV	G4500	2016	AE13986	1GB6GUBL6G1275353	6.6 DEF	12P/4WC	PE5G4006H7745	16071803951	NCL919FIBHB-2	Oct-16
64	1628	CHEV	G4500	2016	AE13987	1GB6GUBL2G1274720	6.6 DEF	12P/4WC	PE5G4006H7746	16071803956	NCL919FIBHB-2	Oct-16
65	1629	CHEV	G4500	2016	AE13988	1GB6GUBL7G1276365	6.6 DEF	12P/4WC	PE5G4006H7747	16071803948	NCL919FIBHB-2	Oct-16
66	1630	CHEV	G4500	2016	AE13989	1GB6GUBL1G1276667	6.6 DEF	12P/4WC	PE5G4006H7748	16071803965	NCL919FIBHB-2	Oct-16
67	1631	CHEV	G4500	2016	AE14005	1GB6GUBL1G1275017	6.6 DEF	12P/4WC	PE5G4006H7749	16071803979	NCL919FIBHB-2	Oct-16
68	1632	CHEV	G4500	2016	AE13990	1GB6GUBL6G1276860	6.6 DEF	12P/4WC	PE5G4006H7750	16071803907	NCL919FIBHB-2	Oct-16
69	1633	CHEV	G4500	2016	AE13991	1GB6GUBL3G1275942	6.6 DEF	12P/4WC	PE5G4006H7751	16071803968	NCL919FIBHB-2	Oct-16
70	1634	CHEV	G4500	2016	AE14001	1GB6GUBL0G1274439	6.6 DEF	12P/4WC	PE5G4006H7752	16071803964	NCL919FIBHB-2	Oct-16
71	1635	CHEV	G4500	2016	AE14002	1GB6GUBL1G1274868	6.6 DEF	12P/4WC	PE5G4006H7753	16072504027	NCL919FIBHB-2	Oct-16
72	1636	CHEV	G4500	2016	AE14003	1GB6GUBL1G1275163	6.6 DEF	12P/4WC	PE5G4006H7754	16071803978	NCL919FIBHB-2	Oct-16
73	1637	CHEV	G4500	2016	AE13998	1GB6GUBL5G1277515	6.6 DEF	12P/4WC	PE5G4006H7755	16072203995	NCL919FIBHB-2	Oct-16
74	1638	CHEV	G4500	2016	AE13999	1GB6GUBL9G1277484	6.6 DEF	12P/4WC	PE5G4006H7756	1607220404	NCL919FIBHB-2	Oct-16
75	1639	CHEV	G4500	2016	AE14000	1GB6GUBLXG1277171	6.6 DEF	12P/4WC	PE5G4006H7757	16071803976	NCL919FIBHB-2	Oct-16
76	1640	CHEV	G4500	2016	AE14006	1GB6GUBL5G1276171	6.6 DEF	12P/4WC	PE5G4006H7758	16072504050	NCL919FIBHB-2	Oct-16
77	1701	Ford	E450	2017	AE14085	1FDFE4FS5HDC33481	6.8L Gas	12P/4WC	PH5HF4007H8612	17011905998	NCL919FIB-2	Apr-17
78	1702	Ford	E450	2017	AE14081	1FDFE4FS7HDC33482	6.8L Gas	12P/4WC	PH5HF4007H8613	17012006024	NCL919FIB-2	Apr-17
79	1703	Ford	E450	2017	AE14088	1FDFE4FS9HDC33483	6.8L Gas	12P/4WC	PH5HF4007H8614	17010305923	NCL919FIB-2	May-17
80	1704	Ford	E450	2017	AE14082	1FDFE4FS0HDC33484	6.8L Gas	12P/4WC	PH5HF4007H8615	17012006025	NCL919FIB-2	Apr-17
81	1705	Ford	E450	2017	AE14083	1FDFE4FS2HDC33485	6.8L Gas	12P/4WC	PH5HF4007H8616	17011906000	NCL919FIB-2	Apr-17
82	1706	Ford	E450	2017	AE14084	1FDFE4FS4HDC33486	6.8L Gas	12P/4WC	PH5HF4007H8617	17012006016	NCL919FIB-2	Apr-17
83	1707	Ford	E450	2017	AE14089	1FDFE4FS6HDC33487	6.8L Gas	12P/4WC	PH5HF4007H8618	17012006030	NCL919FIB-2	Apr-17
84	1708	Ford	E450	2017	AE14090	1FDFE4FS8HDC33488	6.8L Gas	12P/4WC	PH5HF4007H8619	17012006029	NCL919FIB-2	Apr-17
85	1709	Ford	E450	2017	AE14091	1FDFE4FSXHDC33489	6.8L Gas	12P/4WC	PH5HF4007H8620	17011905996	NCL919FIB-2	Apr-17
86	1710	Ford	E450	2017	AE14092	1FDFE4FS6HDC33490	6.8L Gas	12P/4WC	PH5HF4007H8621	17012006009	NCL919FIB-2	Apr-17
87	1711	Ford	E450	2017	AE14093	1FDFE4FS8HDC33491	6.8L Gas	12P/4WC	PH5HF4007H8622	17011905997	NCL919FIB-2	Apr-17
88	1712	Ford	E450	2017	AE14094	1FDFE4FSXHDC33492	6.8L Gas	12P/4WC	PH5HF4007H8623	17012006018	NCL919FIB-2	Apr-17
89	1713	Ford	E450	2017	AE14095	1FDFE4FS1HDC33493	6.8L Gas	12P/4WC	PH5HF4007H8624	17012006012	NCL919FIB-2	Apr-17
90	1714	Ford	E450	2017	AE14096	1FDFE4FS3HDC33494	6.8L Gas	12P/4WC	PH5HF4007H8625	17012006005	NCL919FIB-2	Apr-17

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Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
91	1715	Ford	E450	2017	AE14097	1FD FE4FS5HDC33495	6.8L Gas	12P/4WC	PH5HF4007H8626	17012006015	NCL919FIB-2	Apr-17
92	1716	Ford	E450	2017	AE14098	1FD FE4FS7HDC33496	6.8L Gas	12P/4WC	PH5HF4007H8627	17012006017	NCL919FIB-2	Apr-17
93	1717	Ford	E450	2017	AE14099	1FD FE4FS9HDC33497	6.8L Gas	12P/4WC	PH5HF4007H8628	17012006013	NCL919FIB-2	Apr-17
94	1718	Ford	E450	2017	AE14110	1FD FE4FS0HDC33498	6.8L Gas	12P/4WC	PH5HF4007H8629	17012006022	NCL919FIB-2	Apr-17
95	1719	Ford	E450	2017	AE14114	1FD FE4FS2HDC33499	6.8L Gas	12P/4WC	PH5HF4007H8630	17013006083	NCL919FIB-2	Apr-17
96	1720	Ford	E450	2017	AE14112	1FD FE4FS5HDC33500	6.8L Gas	12P/4WC	PH5HF4007H8631	17013006070	NCL919FIB-2	May-17
97	1721	Ford	E450	2017	AE14113	1FD FE4FS7HDC33501	6.8L Gas	12P/4WC	PH5HF4007H8632	17012006026	NCL919FIB-2	May-17
98	1722	Ford	E450	2017	AE14115	1FD FE4FS9HDC33502	6.8L Gas	12P/4WC	PH5HF4007H8633	17012006010	NCL919FIB-2	May-17
99	1723	Ford	E450	2017	AE14116	1FD FE4FS0HDC33503	6.8L Gas	12P/4WC	PH5HF4007H8634	17012406045	NCL919FIB-2	May-17
100	1724	Ford	E450	2017	AE14117	1FD FE4FS2HDC33504	6.8L Gas	12P/4WC	PH5HF4007H8635	17012406038	NCL919FIB-2	May-17
101	1725	Ford	E450	2017	AE14122	1FD FE4FS4HDC33505	6.8L Gas	12P/4WC	PH5HF4007H8636	17012406046	NCL919FIB-2	May-17
102	1726	Ford	E450	2017	AE14123	1FD FE4FS6HDC33506	6.8L Gas	12P/4WC	PH5HF4007H8637	17012406034	NCL919FIB-2	May-17
103	1727	Ford	E450	2017	AE14124	1FD FE4FS8HDC33507	6.8L Gas	12P/4WC	PH5HF4007H8638	17012406043	NCL919FIB-2	May-17
104	1728	Ford	E450	2017	AE14125	1FD FE4FSXHDC33508	6.8L Gas	12P/4WC	PH5HF4007H8639	17013006081	NCL919FIB-2	May-17
105	1729	Ford	E450	2017	AE14126	1FD FE4FS1HDC33509	6.8L Gas	12P/4WC	PH5HF4007H8640	17013106106	NCL919FIB-2	May-17
106	1730	Ford	E450	2017	AE14127	1FD FE4FS8HDC33510	6.8L Gas	12P/4WC	PH5HF4007H8641	17013006073	NCL919FIB-2	May-17
107	1731	Ford	E450	2017	AE14128	1FD FE4FSXHDC33511	6.8L Gas	12P/4WC	PH5HF4007H8642	17013106092	NCL919FIB-2	May-17
108	1732	Ford	E450	2017	AE14129	1FD FE4FS1HDC33512	6.8L Gas	12P/4WC	PH5HF4007H8643	17013106087	NCL919FIB-2	May-17
109	1733	Ford	E450	2017	AE14130	1FD FE4FS3HDC33513	6.8L Gas	12P/4WC	PH5HF4007H8644	17013106093	NCL919FIB-2	May-17
110	1734	Ford	E450	2017	AE14131	1FD FE4FS5HDC33514	6.8L Gas	12P/4WC	PH5HF4007H8645	17013006079	NCL919FIB-2	May-17
111	1735	Ford	E450	2017	AE14132	1FD FE4FS7HDC33515	6.8L Gas	12P/4WC	PH5HF4007H8646	17013106089	NCL919FIB-2	May-17
112	1801	Ford	E450	2018	AE14216	1FD FE4FS5JDC14399	6.8L Gas	12P/4WC	PH5HF4008H8796	18011707888	NCL919FIB-2	Apr-18
113	1802	Ford	E450	2018	AE14215	1FD FE4FS8JDC14400	6.8L Gas	12P/4WC	PH5HF4008H8797	18011707890	NCL919FIB-2	Apr-18
114	1803	Ford	E450	2018	AE14214	1FD FE4FS0JDC11829	6.8L Gas	12P/4WC	PH5HF4008H8798	18011707891	NCL919FIB-2	Apr-18
115	1804	Ford	E450	2018	AE14218	1FD FE4FSXJDC14401	6.8L Gas	12P/4WC	PH5HF4008H8799	18011707886	NCL919FIB-2	Apr-18
116	1805	Ford	E450	2018	AE14217	1FDE4FS1JDC14402	6.8L Gas	12P/4WC	PH5HF4008H8800	18011707881	NCL919FIB-2	May-18
117	1806	Ford	E450	2018	AE49263	1FD FE4FS7JDC11830	6.8L Gas	12P/4WC	PH5HF4008H8801	18011707894	NCL919FIB-2	May-18
118	1807	Ford	E450	2018	AE14224	1FD FE4FS9JDC11831	6.8L Gas	12P/4WC	PH5HF4008H8802	18011707893	NCL919FIB-2	May-18
119	1808	Ford	E450	2018	AE14223	1FD FE4FS0JDC11832	6.8L Gas	12P/4WC	PH5HF4008H8803	18011707880	NCL919FIB-2	May-18
120	1809	Ford	E450	2018	AE14225	1FD FE4FS2JDC11833	6.8L Gas	12P/4WC	PH5HF4008H8804	18011707879	NCL919FIB-2	May-18

November 2019 Vehicle Inventory					Greater Hartford Transit District FY2020							
PARATRANSIT VEHICLES GHTD / FT												
Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
121	1810	Ford	E450	2018	AE49264	1FDFE4FS4JDC11834	6.8L Gas	12P/4WC	PH5HF4008H9305	18011707871	NCL919FIB-2	May-18
122	1811	Ford	E450	2018	AE49265	1FDFE4FS6JDC11835	6.8L Gas	12P/4WC	PH5HF4008H9306	18011707870	NCL919FIB-2	May-18
123	1812	Ford	E450	2018	AE49266	1FDFE4FS8JDC11836	6.8L Gas	12P/4WC	PH5HF4008H9307	18011707869	NCL919FIB-2	May-18
124	1813	Ford	E450	2018	AE49267	1FDFE4FSXJDC11837	6.8L Gas	12P/4WC	PH5HF4008H9308	18011707876	NCL919FIB-2	May-18
125	1814	Ford	E450	2018	AE49268	1FDFE4FS1JDC11838	6.8L Gas	12P/4WC	PH5HF4008H9309	18011707874	NCL919FIB-2	May-18
126	1815	Ford	E450	2018	AE49269	1FDFE4FS3JDC11839	6.8L Gas	12P/4WC	PH5HF4008H9310	18011707873	NCL919FIB-2	May-18
127	1816	Ford	E450	2018	AE49270	1FDFE4FSXJDC11840	6.8L Gas	12P/4WC	PH5HF4008H9311	18011707867	NCL919FIB-2	May-18
128	1817	Ford	E450	2018	AE49271	1FDFE4FS1JDC11841	6.8L Gas	12P/4WC	PH5HF4008H9312	18011707878	NCL919FIB-2	May-18
129	1818	Ford	E450	2018	AE49272	1FDFE4FS3JDC11842	6.8L Gas	12P/4WC	PH5HF4008H9313	18011707895	NCL919FIB-2	May-18
130	1819	Ford	E450	2018	AE49273	1FDFE4FS5JDC11843	6.8L Gas	12P/4WC	PH5HF4008H9314	18011707899	NCL919FIB-2	Jun-18
131	1820	Ford	E450	2018	AE49274	1FDFE4FS7JDC11844	6.8L Gas	12P/4WC	PH5HF4008H9315	18011707872	NCL919FIB-2	Jun-18
132	1821	Ford	E450	2018	AE49275	1FDFE4FS9JDC11845	6.8L Gas	12P/4WC	PH5HF4008H9316	18011707868	NCL919FIB-2	Jun-18
133	1822	Ford	E450	2018	AE49276	1FDFE4FS0JDC11846	6.8L Gas	12P/4WC	PH5HF4008H9317	18011707885	NCL919FIB-2	Jun-18
134	1823	Ford	E450	2018	AE49277	1FDFE4FS2JDC11847	6.8L Gas	12P/4WC	PH5HF4008H9318	18011707884	NCL919FIB-2	Jun-18
135	1824	Ford	E450	2018	AE49278	1FDFE4FS4JDC11848	6.8L Gas	12P/4WC	PH5HF4008H9319	18011707877	NCL919FIB-2	Jun-18
136	1825	Ford	E450	2018	AE49279	1FDFE4FS6JDC11849	6.8L Gas	12P/4WC	PH5HF4008H9320	18011707875	NCL919FIB-2	Jun-18
137	1901	Ford	E450	2019	AE49418	1FDFE4FS3KDC07324	6.8L Gas	12P/4WC	PH5HF40095711	E722887	RIS5505-F102100A	May-19
138	1902	Ford	E450	2019	AE49421	1FDFE4FS5KDC07325	6.8L Gas	12P/4WC	PH5HF40095712	E722810	RIS5505-F102100A	May-19
139	1903	Ford	E450	2019	AE49422	1FDFE4FS7KDC07326	6.8L Gas	12P/4WC	PH5HF40095713	E722886	RIS5505-F102100A	May-19
140	1904	Ford	E450	2019	AE49423	1FDFE4FS2KDC09193	6.8L Gas	12P/4WC	PH5HF40095730	E722892	RIS5505-F102100A	May-19
141	1905	Ford	E450	2019	AE49426	1FDFE4FS8KDC14107	6.8L Gas	12P/4WC	PH5HF40095731	E722891	RIS5505-F102100A	May-19
142	1906	Ford	E450	2019	AE49425	1FDFE4FSXKDC14108	6.8L Gas	12P/4WC	PH5HF40095732	E722888	RIS5505-F102100A	Jun-19
143	1907	Ford	E450	2019	AE49419	1FDFE4FS1KDC14109	6.8L Gas	12P/4WC	PH5HF40095733	E722889	RIS5505-F102100A	May-19
144	1908	Ford	E450	2019	AE49420	1FDFE4FS4KDC09194	6.8L Gas	12P/4WC	PH5HF40095734	E722890	RIS5505-F102100A	May-19
145	1909	Ford	E450	2019	AE49460	1FDFE4FS1KDC37373	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
146	1910	Ford	E450	2019	AE49467	1FDFE4FS0KDC39664	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
147	1911	Ford	E450	2019	AE49466	1FDFE4FS2KDC39665	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
148	1912	Ford	E450	2019	AE49468	1FDFE4FS4KDC39666	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
149	1913	Ford	E450	2019	AE49463	1FDFE4FS5KDC39000	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
150	1914	Ford	E450	2019	AE49465	1FDFE4FS7KDC39001	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19

<b>November 2019 Vehicle Inventory</b>	<b>Greater Hartford Transit District FY2020</b>
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**PARATRANSIT VEHICLES GHTD / FT**

Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
151	1915	Ford	E450	2019	AE49451	1FDFE4FS9KDC39002	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
152	1916	Ford	E450	2019	AE49431	1FDFE4FS0KDC39003	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
153	1917	Ford	E450	2019	AE49450	1FDFE4FS6KDC39667	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
154	1918	Ford	E450	2019	AE49452	1FDFE4FS3KDC37374	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
155	1919	Ford	E450	2019	AE49459	1FDFE4FS5KDC37375	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
156	1920	Ford	E450	2019	AE49461	1FDFE4FS8KDC39668	6.8L Gas	12P/4WC	TBD	TBD	TBD	Jul-19
157	1921	Ford	E450	2019	AE49464	1FDFE4FS2KDC39004	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
158	1922	Ford	E450	2019	AE49470	1FDFE4FS4KDC39005	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
159	1923	Ford	E450	2019	AE49456	1FDFE4FS6KDC39006	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
160	1924	Ford	E450	2019	AE49479	1FDFE4FS8KDC39007	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
161	1925	Ford	E450	2019	AE49480	1FDFE4FS1KDC39009	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
162	1926	Ford	E450	2019	AE49454	1FDFE4FSXKDC39669	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
163	1927	Ford	E450	2019	AE49472	1FDFE4FS7KDC37376	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
164	1928	Ford	E450	2019	AE49473	1FDFE4FS9KDC37377	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
165	1929	Ford	E450	2019	AE49474	1FDFE4FS0KDC37378	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19
166	1930	Ford	E450	2019	AE49475	1FDFE4FS2KDC37379	6.8L Gas	12P/4WC	TBD	TBD	TBD	Aug-19

**SUPPORT VEHICLES GHTD / FT**

Unit#	Make	Mode	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
1	75	Ford	F-450	1999	K75398	1FDX46S6XEA85917	N/A	N/A	N/A	N/A	N/A	Apr-10
2	76	Ford	Escape	2011	8531CF	1FMCU9DG8BKA67199	N/A	N/A	N/A	N/A	N/A	Jan-11
3	80	Ford	Escape	2015	142XBZ	1FMCU9G97FUC65747	N/A	N/A	N/A	N/A	N/A	Apr-15
4	83	Ford	Escape	2019	C182120	1FMCU9GD2KUA31398	N/A	N/A	N/A	N/A	N/A	Jan-19
5	82	Ford	F-550	2015	L28032	1FDUF5HY5FEC84126	N/A	N/A	N/A	N/A	N/A	Jun-15
6	1207	FORD	E450	2012	6108	1FDEF4FS6CDB24469	N/A	N/A	N/A	N/A	N/A	Apr-13

November 2019 Vehicle Inventory					Greater Hartford Transit District FY2020							
PARATRANSIT VEHICLES GHTD / FT												
Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
SUPPORT VEHICLES GHTD / FT												
Unit#	Make	Model	Year	Plate	Vin#	Liter	Capacity	Body #	Lift Serial	Lift Model	Service Date	
1	242	CAT	242D	2015	N/A	CAT0242DADZT01294	N/A	N/A	N/A	N/A	N/A	Jun-15
2	N/A	Siccor Lift	1932R	2017	N/A	M200012049(serial)	N/A	N/A	N/A	N/A	N/A	May-18
3	N/A	Golf Cart	Club Car	2017	N/A	A5CUBB5AJA898359	N/A	N/A	N/A	N/A	N/A	May-18
4	N/A	Trailer	2ET-16B	2015	W21685	16VEX1620F3005596	N/A	N/A	N/A	N/A	N/A	Jun-15
5	321	CASE	21F Load	2019	N/A	FNH321FGBJGO00936	N/A	N/A	N/A	N/A	N/A	Jun-19
6	ST3	Ford	350 w/Plc	2019	C209600	1FTRF3B68KEF55616	N/A	N/A	N/A	N/A	N/A	Aug-19

Replacement Schedule for Paratransit Buses: 5 years or 125,000 miles  
 Other vehicles are replaced on an as-needed basis.

***EXHIBIT F –PREVENTIVE MAINTENANCE POLICY***

**GREATER HARTFORD TRANSIT DISTRICT  
TRANSIT MAINTENANCE POLICY**

**JUNE 2008**

**REVISED 2014  
REVISED 2020**

## **TRANSIT MAINTENANCE POLICY**

### **I. POLICY STATEMENT:**

It is the Greater Hartford Transit District's (the District) policy to have an on-going Preventive Maintenance Program that is designed to meet the transportation needs of the elderly and disabled residents of the region with clean, reliable, safe and well-maintained vehicles. The purpose of the District's Preventive Maintenance Program is to provide consistent guidance that will enable the District's Contractors to properly maintain and service the assigned vehicles and equipment in support of revenue operations.

### **II. GOALS AND OBJECTIVES**

The District's maintenance goals and objectives are:

- *Reliability* - Keep all vehicles in operation and in a safe, clean, and dependable condition with a minimum of service interruption and road-calls.
- *Availability* - Maintain the maximum number of vehicles available for daily service.
- *Economy of Effort* - Maintain the vehicles in the most economical way.
- *Maximize Fleet Life* - Keep all vehicles in the best possible condition to maximize useful life.

The plan consists of regular service and inspections for early identification and correction of problems before they become major repairs and/or breakdowns. The plan reflects maintenance intervals to which the District requires all operators and lessees to adhere to.

In accordance with operating contracts and lease agreements, vehicle maintenance is the responsibility of the service provider and/or lessees under the direction and monitoring of the District. The District provides the maintenance guidance to these entities and performs tracking and reviews of the adherence to the Maintenance Program.

The effectiveness of this program is closely monitored and reviewed on a regular basis. If warranted, improvements and modifications are made to the program as necessary to ensure maximum efficiency and productivity of the fleet.

The District will collect maintenance records from its service providers and lessees in the form of quarterly maintenance reports and preventative maintenance checklists.

### **III. SERVICE PERFORMANCE STANDARDS**

The District requires the service providers and lessees to keep track of all vehicles in the fleet. The Contractor must conduct all preventative maintenance in accordance with the District's Transit Maintenance Policy. The Contractor must have in place a written Maintenance Program that conforms to the District's Transit Maintenance Policy. The Contractor is required to ensure that preventative maintenance is performed at the correct intervals. Additionally, when work is performed, all aspects of the job must be tracked on a maintenance software system. The system



should be able to track what is repaired, the parts used, the mileage of the vehicle, the time for completion, and who performed the repairs.

The service providers and lessees must maintain a file on each District owned vehicle that contains work orders and other information sufficient to demonstrate that all of the requirements of this maintenance plan have been met. This file should be "cradle to grave" and contain a complete history of vehicle maintenance and repairs. This file must also contain any information pertaining to warranty work conducted on a vehicle. The District may, from time to time, audit a service provider and/or lessee's maintenance program.

The District's preventive maintenance inspections are conducted in accordance with the vehicle's OEM requirements and satisfy Federal requirements including FTA Circulars 5010.1D and 9030.ID. Daily quality control involves making sure that the Contractor's maintenance department is up to date with the scheduled preventive maintenance procedures.

#### **IV. EQUIPMENT AND VEHICLE MAINTENANCE PROGRAM**

##### **A. Preventive Maintenance Plan**

The District's Preventive Maintenance (PM) Program relies on, frequent and thorough vehicle inspections, along with timely repair of operating problems. This program is designed for the proper maintenance of all equipment in the paratransit fleet. The overall goals of the program will be to ensure safety, reduce service interruptions, extend the life of the equipment, lower annual maintenance costs, and provide thorough and accurate record-keeping and management information. This program stresses the identification and correction of mechanical problems before on-route vehicle failures occur.

The Maintenance plan requires that the drivers perform thorough pre-trip and post-trip bus inspections. Each driver will thoroughly inspect their vehicle prior to beginning each day's assignment, as well as when the vehicle is returned to the yard at the end of the day. If a driver notes a defect on the pre-trip form, the driver is required to notify the dispatcher immediately. The bus will be removed from service until the defect is corrected. The route dispatcher will assign a reserve bus to the driver. The driver's initial training must provide instructions on pre-trip inspection procedures. Among other things, the driver is required to check lights, body and tire condition, and to cycle the wheelchair lift prior to leaving the yard. Problems will be identified for management's attention using a Daily Vehicle Inspection Form. If a safety-related defect is discovered, the vehicle will either be repaired prior to; beginning service, or replaced with a spare vehicle. These steps help to ensure that all vehicles operated are safe and that developing problems are identified while they: are still minor. The supervisors will regularly monitor the driver's thoroughness in performing these inspections.

##### **1. Preventive (Scheduled) Maintenance**

In addition to daily pre-trip and post-trip inspections by the driver, each vehicle will undergo preventive maintenance and service procedures on a periodic basis in accordance with OEM/Supplemental guidelines to ensure optimal performance, efficiency, safety and reliability of the vehicles. Preventive maintenance inspections are performed within 300 miles of scheduled cycles. The maintenance interval for most vehicles used by the service operator and/or lessee is every 3,000/ 9,000 / 36,000 miles.

The District's fleet of vehicles includes:

- Revenue Vehicles (Buses)
- Coach and Equipment – Phoenix/Pegasus

Support Vehicles:

- 2011 Ford Escape support vehicle
- 2019 Ford Escape support vehicle
- 2015 Ford Escape support vehicle
- 2012 E450 Command Bus

Equipment:

- 1999 Ford F-450 utility truck
- 2015 Ford F550 Dump Truck w/plow
- 2015 Caterpillar 242D (Bobcat)
- 2019 F350 Pickup Truck w/plow
- 2019 Case 321F Front Loader

A Fleet inventory is included as Appendix A

**PREVENTIVE MAINTENANCE CYCLES FOR BUSES**

P.M. TYPE	INSPECTION	CYCLE (every)	WITHIN
Minor/Safety	A	3,000	+/- 300 Miles
Intermediate	B	9,000	+/- 300 Miles
Major	C	36,000	+/- 300 Miles

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the service providers and/or lessees to properly schedule vehicles PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" to "C" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 3,000 miles. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 9,000 miles "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Similarly, every 36,000 miles "A" Level PM and "B" Level PM is completed along with the additional requirements of "C" Level inspection. Each level has a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the bus is in the shop. In addition to the maintenance intervals above CNG and Hybrid buses require special preventive maintenance as described in the Supplemental Owner's Manual.

**PREVENTIVE MAINTENANCE FOR SUPPORT VEHICLES**

P.M. TYPE	INSPECTION	CYCLE (every)	WITHIN
Minor/Safety	A	7,500	+/- 300 Miles
Intermediate	B	15,000	+/- 300 Miles
Major	C	30,000	+/- 300 Miles

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the service providers and/or lessees to properly schedule vehicles PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" to "C" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 7,500 miles. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 15,000 miles "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Similarly, every 30,000 miles "A" Level PM and "B" Level PM is completed along with the additional requirements of "C" Level inspection. Each level has a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the Vehicle is in the shop.

**PREVENTIVE MAINTENANCE CYCLES FOR 2019 CASE 321F BUCKET LOADER**

P.M. TYPE	INSPECTION	CYCLE (every)	WITHIN
Minor/Safety	A	250hrs/6 month	+/- 3 Hours
Intermediate	B	500hrs/12 month	+/- 3 Hours
Major	C	2000hrs/24 month	+/- 3 Hours

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the service providers and/or lessees to properly schedule vehicles PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" to "C" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 250 hours. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 500 hours "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Similarly, every 2000 hours "A" Level PM and "B" Level PM is completed along with the additional requirements of "C" Level inspection. Each level has a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the Bus is in the shop.

Each level of inspection has been tailored to the vehicle \type. Manufacturer's specifications, age, and other factors were considered while developing the specific checklist forms. Check lists for the different PM levels are included as Appendix B

**PREVENTIVE MAINTENANCE CYCLES FOR CAT 242D SMCS Code: 7000**

P.M. TYPE	INSPECTION	CYCLE (every)	WITHIN
Minor/Safety	A	250hrs	+/- 3 Hours
Intermediate	B	500hrs/6 months	+/- 3 Hours
Intermediate	C	1000hrs/6 months	+/- 3 Hours
Intermediate	D	1500hrs/6 months	+/- 3 Hours
Major	E	2000hrs/24 months	+/- 3 Hours
Major	F	3000hrs/36 months	+/- 3 Hours
Major	G	12,000hrs/72 months	

The PM program is designed to service the vehicles on a progressive mileage interval. It is the responsibility of the Maintenance Manager to properly schedule vehicles PM inspections and to ensure that the inspection occurs at the appropriate time. The inspections are progressive in that each level of inspection and its required maintenance procedures becomes increasingly more comprehensive as you proceed from "A" to "B" to "C" through to "G" levels as mileage increases.

The first and most basic level is the "A" Level, performed every 250 hours. At certain other intervals, additional requirements beyond the "A" inspection occur. Every 500 hours "A" Level PM is completed along with the additional requirements of the "B" Level inspection. Similarly, every 2000 hours "A" Level PM and "B" Level PM is completed along with the additional requirements of "C" Level inspection. This pattern continues through a "G" level inspection. Each level has a PM and safety checklist that must be completed at the time of inspection to document the procedure. These are also used to schedule upcoming maintenance so that many minor items can be repaired at one time while the equipment is in the shop.

Each level of inspection has been tailored to the equipment type. Manufacturer's specifications, age, and other factors were considered while developing the specific checklist forms.

**2. HV/AC (BUS ONLY)**

The District requires AC-certified mechanics to perform or oversee the air conditioning and heating programs. The heating and air conditioning are checked at every Service Level "A" - 3,000 miles preventative maintenance interval. At that time, the AC filters are cleaned or changed. HVAC system temperature will checked at all PM Service Levels. Belts and filters will

also be inspected and replace as needed during routine PM's. The District requires that each unit be annually inspected by an AC certified mechanic.

### **3. Lift and Tie-Down Maintenance**

Proper wheelchair lift maintenance is critical to ensuring the District's service reliability. The District requires its service providers and lessees to ensure that special needs passengers are accommodated safely. It is standard operating procedure that wheelchair lifts be fully deployed and exercised as part of the daily pre-trip inspection. In addition to the pre-trip inspection, the District requires wheelchair lift inspections be conducted at every PM Service Level. These inspections must include checking the following items:

- Cycling the Lift
- Flasher and beepers
- Interlocks (parking brake, door, and transmission)
- Hand rails and barriers
- Clean and lube lift
- Fluid level/Pump
- Inspect hoses, cables and leaks
- All electrical connections and LED lights
- Inspect tie downs
- Track and mount
- Manual operation
- Follow OEM guidelines for lift maintenance

If problems occur on route, the dispatcher is notified and the vehicle will either be pulled out of service or replaced with another unit with a working lift.

### **4. Brake Inspections**

The District requires its service providers and/or lessees to perform brake inspections in addition to the routine scheduled preventive maintenance inspection. The brake inspections consists of removing all wheels and drums in order to physically inspect all brake components. Any component that does not meet or pass manufacturer or industry standards is repaired or replaced during the inspection process. The actual condition of the brake components as well as any labor or parts must be properly documented and filed in the vehicle history.

### **5. Unscheduled Maintenance**

In addition to regularly scheduled preventive maintenance, The District requires its service providers and/or lessees to perform unscheduled maintenance and running repairs as may be necessary in order to ensure the proper operation of the vehicles.

The unscheduled maintenance is usually generated through the pre-trip inspection process as drivers discover minor defects. Maintenance staff must be made available during pull outs to determine if the defect identified must be corrected immediately or if the defect is minor and can be postponed until the next scheduled preventive maintenance services. If the defect can be repaired immediately then maintenance staff is assigned to repair such defects. However, if repairs will cause a delay in the operational day of the vehicle then, a back-up vehicle will be provided. A spare vehicle is prepared and checked out for this purpose.

In addition, unscheduled maintenance can be requested via the end of the operational day vehicle check process when service provider and/or lessee staff review pre-trip inspection reports filled out by the driver that lists any defects noted during the driver's shift. As each vehicle is brought back to the yard and placed in the service line, the bus defect card is collected from the driver and reviewed. This allows the service provider and/or lessee staff to interview the driver about the specific nature or symptoms of the problem that occurred. Then the bus is either parked (if there are no problems), or brought into the shop to correct defects.

Unscheduled maintenance can also be required through mechanical problems that develop during the course of the operational day. In order to maintain the continuity of service, the District requires the service provider and/or lessee to institute ways to minimize operational impact. This may include but is not limited to:

- a. An extra driver or mechanic is dispatched with the back-up vehicle to switch equipment and bring the problem vehicle back to the yard. These switches will be made in such a way as to minimize the inconvenience to passengers.
- b. A mechanic with a service truck should be dispatched to the problem vehicle for a quick running repair on the road. A truck should be outfitted with a number of spared parts such as lights, hoses, belts and other items that commonly fail on the road. This will be made in such a way as to minimize the inconvenience to the passengers. If the problem cannot be fixed quickly, the vehicle will be switched and returned to the garage for repair.

#### **6. Radio and Mobile Data Terminals Maintenance (MDT)**

The radio system will be maintained by the District through the contractor's staff and applicable vendors. The District will work with contracted staff and service provider to ensure that spare units are available in the event of failures. The Contractor shall notify the District if the equipment is not working properly.

#### **7. DriveCam system internal/external**

The DriveCam system shall be owned and maintained by the contractor. Each individual unit shall be inspected at every level of service maintenance to ensure each unit is working properly. The contractor will coordinate with the manufacturer for all authorized repairs.

#### **8. Seon Camera system internal/external**

A five (5) channel mobile DVR system, Seon TH6 6-Channel High-definition Hybrid DVR camera system shall be owned by the District and maintained by the Contractor. Each individual unit shall be inspected at every level of service maintenance to ensure each unit is working properly. The contractor will coordinate with the manufacturer for all authorized repairs.

#### **9. Parts, Fluids, and Tires**

The District requires the service provider and/or lessee to maintain appropriate inventory levels during the life of the vehicles for all parts, fluids and tires. Local parts distributors may be utilized to a great extent to ensure rapid access to parts and materials. The service provider must maintain an inventory of commonly used parts and a supply of hard-to-find vehicle parts. An adequate supply of parts, fluids and tires for all busses is necessary in order to ensure minimal down time of transit vehicles.

The service provider's storeroom must be secured and monitored at all times. An inventory control system must be in place to allow the service provider to replenish stock levels on an ongoing basis in order to avoid "out of stock" situations.

Fluids and lubricants should be purchased as needed. The inventory must be checked regularly and fluids and lubricants replenished when necessary. Limited supplies of fluids will also be available on the shop truck.

Fluid storage and removal will comply with EPA, State and local guidelines. In addition, OSHA requirements regarding ventilation, lighting, etc., will be met through the service provider established shop safety program.

Tires will be stored and secured.

#### 10. Garage Equipment

The District requires service providers and/or lessees to have in place procedures for ensuring for conducting safety inspections of the equipment and machines in the garage used to perform maintenance activities on the vehicles. These safety inspections must be performed monthly on the garage equipment and machines and documented accordingly.

### **V. MAJOR REPAIRS AND WARRANTY WORK**

The District requires its service providers to perform most of the regular repairs in-house. The maintenance facility is to be fully equipped to perform almost all engine, chassis, and component repairs that may be necessary. Body repair, paint and glasswork may be subcontracted to local providers.

Maintenance technicians are required to document all defects on a defect report and on a repair work order. The repair work order must include the date, life miles and a description of the work performed, parts used, technician's name, and time spent on the repairs. Repairs shall be prioritized in order of importance.

- Safety Defects, any defect that compromises the safety of the vehicle must be repaired immediately; vehicles cannot be used for service until such repairs are completed.
- Mechanical Defects, any defect that will worsen or increase cost must be repaired in a timely manner, vehicles cannot be used for service until such repairs are completed.
- Elective or Cosmetic Defects, any defect that does not compromise the safety of the vehicle and will not cause further damage if operated are repaired when the vehicle is in for regular service

The District requires its service providers to manage warranty processes as extensively as possible to avoid unwarranted costs. The District encourages its service providers to establish effective relationships with the major manufacturers and component suppliers to facilitate this process. The Service provider and/or lessee is responsible for administering all warranty repairs, and pursue all warranty reimbursement associated with work performed on the vehicles. Warranty work will be done by each component's authorized service center in the Capitol Region area.

## **VI. MAINTENANCE RECORD KEEPING AND SCHEDULING**

The District requires a comprehensive record keeping program to generate vehicle repair histories and schedule upcoming maintenance needs. The District also requires a vehicle maintenance history file to document every aspect of the maintenance process. The maintenance file must include all pre-trip inspection forms, preventive maintenance inspection forms, repair orders, warranty work, recall compliance documentation, and any accident report copies.

The transit service provider and/or Lessee must ensure proper scheduling of any maintenance activity and that all work order forms are filled out correctly and accurately, and that they are completed in a timely manner.

In order to properly track the scheduling of the maintenance activities, the District requires the transit service provider to maintain a PMI sheet. This PMI sheet contains information indicating the vehicle number, the current mileage, the mileage and type of next PM service due, and any defects or upcoming inspections due. This sheet must be kept up-to-date at all times. The transit service provider is responsible for tracking all vehicle repairs, road fails and PMs for each bus.

The Maintenance staff must coordinate with Operations staff in order to ensure there will always be sufficient vehicles to meet the operational needs; a daily vehicle listing must be made available to Operations that shows vehicles scheduled for maintenance work or available for daily operations. Maintenance is required to update this listing with information regarding any downed vehicles on a daily basis.

Each vehicle maintenance history file will have the vehicle repair history summary up to date. This shows an overview by date and mileage of every repair or PM procedure performed on the vehicle. These vehicle histories are extremely useful in highlighting developing problems and scheduling upcoming maintenance or overhauls.

All PM procedures and repairs performed on any vehicles will be documented on Repair Orders. These will contain the following information, including but not limited to:

- Repair order number
- Date of repair
- Unit number
- Vehicle Identification Number (VIN)
- Odometer reading
- Mechanic performing the work
- Itemized listing of parts utilized
- Labor hours by work task
- Sublet charges (if applicable)
- Total costs itemized including parts, labor and taxes (if applicable)

Completed Repair Orders will be filed in the vehicle's maintenance history file. In addition to vehicle repair histories and copies of work orders, a daily service log will be maintained by the maintenance staff to account for fuel and other consumables added. This information will be used to verify monthly fuel usage by vehicle and highlight any operating deficiency problems.

The District requires its service providers and/or lessees to maintain a wide variety of written records and computerized transit maintenance records to more efficiently collect and analyze data. These maintenance records include but are not limited to:



- Completed daily pre-trip and post-trip inspection forms
- Daily service log (fuel and fluids usage)
- Daily road call reports
- Master PM schedules
- Complete maintenance files on each vehicle including:
  - Vehicle repair histories including scheduled and unscheduled maintenance
  - Warranty information
  - Repair orders including parts and labor allocations
- Fluids usage including fuel, oil, ATF, antifreeze
- Copies of safety inspections
- Operating equipment inventories
- Cleaning program records
- Safety inspection files on facilities and equipment (lifts, HV/AC system, etc.)

## **VII. VEHICLE CLEANING AND SERVICING**

The service provider staff is responsible for the cleaning of transit vehicles on a scheduled basis. The operations individuals will be scheduled to clean and service the vehicles when they pull-in from their daily assignments. The bus-cleaning program includes the following activities:

### **A. Pre-Trip Inspection**

As part of the pre-trip inspection of the bus by the driver each day, the driver inspects the interior and exterior of the bus for dirt and debris. If the debris is minor in nature (newspapers, candy wrappers, etc.), the driver will pick it up. If the bus is dirty, the driver will report the matter immediately to the dispatcher. The bus then will be cleaned or replaced, depending on the amount of time available. The driver is also responsible for keeping the interior of the bus clean during the assigned work shift.

### **B. Supervisory Support**

A supervisor will spot-check buses for cleanliness on a random basis. These spot checks may take place at any time, including the pre-trip inspection.

### **C. Specific Cleaning Procedures**

Cleaning procedures will consist of the following steps:

1. At the end of the operational day, a utility person(s) will enter the bus and walk slowly to the rear of the bus, checking for newspapers, broken glass, torn seats, gum, open windows, graffiti, broken metal, and items stuffed between seat and side walls. Any passenger items left on the bus will be logged in, tagged, and given to the bus dispatcher immediately.
2. The utility person(s) will use a cloth and an all-purpose cleaner to spray and wipe the sun shade, header panel, control panel, mirrors, steering wheel, seat, and ledge around the windshield, the front panel of the dash, handrails, and the panel on the side of the seat. The interior of the windows, windshield, and door glass will be spot-cleaned with a window cleaner as needed.
3. The utility person(s) will sweep the bus or use a commercial shop vacuum for difficult areas. Once a week as scheduled or as needed, the cleaners will do a thorough interior

cleaning using commercial pre-mix cleaner, and a clean mop. This includes the step wells and the under seat areas.

4. The exterior of the buses will be washed at a minimum of twice per week in order to maintain a professional appearance for the system.
5. Once each month, or more often if necessary, the utility person(s) will conduct a detailed cleaning which includes but is not limited to the cleaning of the interior ceilings, side walls, hand rails, and seats.
6. The utility person(s) are charged with servicing the vehicles. This is done on a daily basis. Fueling is to be completed at the end of each operational day. Servicing includes checking and adding fluids as necessary, performing a walk-around inspection, and checking tire condition and inflation. All fuel and fluids added will be recorded on the appropriate logs. The mileage will also be recorded at this time. Fueling for gasoline powered vehicles is conducted by the driver at the end of the operational day at an off-site facility and prior to returning the vehicle to the garage.

## **VIII. MONITORING PROCEDURES**

The District has established procedures for monitoring the service provider and/or lessee's compliance with the District's Transit Maintenance Policy. The procedures include but are not limited to:

The District's Transportation Coordinator is responsible for reviewing and monitoring the service provider and/or lessee's reports for compliance with the District established Transit Maintenance Policy. The District must maintain a file on each of the vehicles owned by the District that contains a copy of the service provider and/or lessee reports and any audit report that may be randomly conducted on that vehicle during the District's visual inspections.

The Transportation Coordinator is responsible for conducting visual site inspections of the service provider and/or lessee assigned vehicles, records and equipment. These inspections will take place on a quarterly basis and must be completed by the last week of the last month of the quarter. During the quarterly inspections, the Transportation Coordinator reviews preventive maintenance intervals on randomly selected vehicles operated by the service provider and/or lessee.

The Transportation Coordinator will examine the preventive maintenance history of a vehicle by reviewing the vehicle's maintenance history file for the preceding twelve months noting the dates when each inspection was completed, the type of service level (A, B, or C), and recording the vehicle mileage at the time of each inspection. Inspections that are later than the allowed ten percent of the scheduled PM intervals are considered late. Late preventive maintenance schedules should be reported to the District's Operations Administration for follow up.

The Transportation Coordinator will also ensure that, while inspecting the vehicle history file, accessibility features are checked regularly for proper operation and that periodic maintenance in accordance with the District's Transit Maintenance Policy has been conducted.

The inspection should also identify any warranty repairs conducted. If warranty repairs were conducted then, the records should indicate a record of the warranty claim, submission of claim to

the manufacturer, and follow up on unpaid claims. The Transportation Coordinator will compare the records of claims submitted with claims settled.

The Transportation Coordinator is also responsible for annually reviewing equipment maintenance records by examining the maintenance history of the equipment for the last twelve months to ensure that preventive maintenance is being conducted. The Transportation coordinator will record the date when each inspection was completed and record the interval from the previous inspection.

A summary of the quarterly visual inspections will be provided to the Operations Administrator for review and follow up with the service provider and/or lessees.

***EXHIBIT G – SERVICE POLICIES, STANDARDS AND PENALTIES***

# **SERVICE POLICIES AND STANDARDS**

## **1. SERVICE POLICIES**

### **A. Eligible Trips**

- It will be the responsibility of the Contractor to determine the eligibility of the requested trip, pursuant to the parameters set forth under ADA regulations.
- The District reserves the right to make a final decision in regards to the eligibility of a scheduled ADA trip.

### **B. Reservations**

- Reservations are taken from a maximum of five (5) days up to the day before a trip needs to be provided.
- Reservations are taken from 8 am to 5 pm seven days a week.
- The Contractor is expected to handle requests for same day transportation services on a space and time available basis.

### **C. Scheduled Pick-Up Time**

At the time that the Contractor accepts a passenger's trip request, the passenger will be informed of the scheduled date and pick-up window. The pick-up window is a half hour period that brackets the scheduled pick up time.

The Contractor shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published thirty (30) minute pick-up window as identified on the vehicle manifest/schedule.

### **D. Boarding Time**

If the vehicle arrives within the pick-up window, a passenger has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the Manifest or Schedule).

If the passenger fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for contacting the passenger and determining if the passenger is to be charged with a "No-Show". If so, the dispatcher is responsible for entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.

### **E. Door-to-Door Service**

The Contractor is required to provide door-to-door service.

The Contractor is required to ensure that the driver goes to the door or main lobby of the passenger's origin and informs the passenger of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle, in these cases the driver should contact dispatch for further assistance. The driver must not lose sight of his/her vehicle at any time. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the passenger's destination. Door to door service is to be provided unless a passenger specifically states that he or she does not wish to be assisted.

## **F. Assistance to be provided**

Drivers must assist passengers, upon request, in getting to, on, off and from the vehicle. This assistance may include:

- Lending a supporting arm, guiding, and assisting up or down steps.
- Drivers may not assist passengers in wheelchairs up or down more than one step. (See GHTD Policy #52 ADA Wheelchair Regulations).
- Drivers are required to help carry packages weighing not more than thirty-five pounds in total. (See GHTD Policy #48 Shopping Bag Policy.)
- Drivers are prohibited from lifting or carrying passengers and/or their children, Personal Care Attendants and Companions.
- Drivers are prohibited from entering any passenger residence while on duty, going beyond the lobby of any public building, or performing any other type of service other than those require by law.

The Contractor(s) is required to transport scheduled Personal Care Attendants (PCA's) and Companions with eligible passengers.

The companions are to be treated as a passenger, and must pay fares. A PCA must be capable of providing any assistance required and does not pay a fare. Both PCAs and companions must be picked up and dropped off at the same location and time as the rider.

The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles. Note – some passengers are permitted to eat and drink due to their disabilities

## **G. Service Animals**

The Contractor is required to transport service animals, in accordance with State and Federal Laws.

Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times. (Reference GHTD Policy #44.)

## **H. Other Passengers**

The Contractor is prohibited from transporting anyone not specifically authorized by the District, in the performance of this contract. All non-Contractor personnel on the vehicle must be reported as either: passengers, companions or Personal Care Attendants (PCA's).

## **I. Transporting Packages**

The Contractor is required to transport packages belonging to passengers as long as the passenger is on board with his/her package and as long as the package fits on the passenger's lap or beneath his/her seat.

Package limitation: no more than thirty-five (35) pounds, with a limit of three (3) plastic bags or two (2) brown paper bags. (Reference GHTD Policy #48).

The Contractor is prohibited from transporting illegal controlled substances (excluding prescription medication), hazardous materials, fire arms or explosive devices.

## **2. PERFORMANCE STANDARDS AND PENALTIES**

The District desires that the Contractor provide safe, timely and reliable transit service. This includes completing all trips and operating within the specified arrival and departure times. One goal of this service is to provide reliable, efficient, and effective transportation in a courteous manner for the residents of the service area. The Contractor shall take all actions necessary to accomplish this goal while minimizing the cost of the service to the District. The Contractor is required to assist the District in maximizing passenger productivity for this system. The Contractor is required to dispatch all trips so that the number of passengers carried per mile or per hour will be optimized. Drivers and dispatchers shall coordinate the provision of service in a manner that will optimize the number of passengers carried and minimize circuitous routing while maintaining on-time performance.

The District may assess penalties for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Identified below are the performance failures that the District anticipates would give rise to the assessment of penalties. In addition, the anticipated amount of penalty for each violation is identified. The specific penalties to be applicable to Contract performance will be set forth in the Contract.

The District may, at its discretion, assess such penalties on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The District will provide the Contractor with prior notice of the penalties to be assessed and will consider documented information from the Contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor

The performance failures set forth below may result in an assessment of liquidated damages to the Contractor:

### **A. CALL CENTER**

The following performance standards apply:

- The Contractor's call center must accommodate ninety two (92%) percent of all incoming calls with a live operator within one (1) minute.
- Abandoned calls must be less than 5 %
- Penalties: \$ 10 per average call hold time that exceeds 2 minutes as measured within a 30 minute interval period during the calendar month

The above two (2) performance standards will be measured on a calendar month basis.

- To the maximum extent possible, all trips should be scheduled and confirmed during the initial phone call.

Telephone coverage will be monitored via a telephone sequencer device. Telephone reports will be reviewed to ensure adequate telephone coverage and customer service.

The Contractor is expected to provide call center reports on a monthly basis to the District outlining any issues related to hold times over two (2) minutes and abandon rates over five (5) percent for the call center as a whole as well as the various departments. A plan of action should be described as needed with the analysis.

### **B. ONTIME PERFORMANCE AND MISSED TRIPS**

On time performance will be measured at the pick-up point. On time performance will be determined based upon a review of all service for the calendar month. Sufficient drivers shall be available at all times to operate the number of vehicles necessary to meet all trip requests and level of service as required for the service. No trips shall be dropped or missed due to the unavailability of drivers.

- **On time performance** shall be defined as a vehicle arriving at the correct passenger location within the designated 30 minute pick up time. The Standard is 95% on time, penalties will be assessed if on time performance drops below 92%. A penalty of \$50 will be charged for every 0.10 of 1% below 92% per day.
  - **Early trips:** the Contractor will be charged with a valid early vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule. In these instances, the Contractor is required to wait until fifteen minutes before the scheduled pick-up time as shown on the vehicle manifest/schedule before going to the passenger's door; however, the passenger is free to travel early if he/she is aware of the Contractor presence and chooses to travel early (but is not required to do so). The District's acceptable level of early trips is 10%. Early trips that exceed 10% will be considered not on time.
  - **Late trips:** The Contractor will be charged with a valid late vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes after the scheduled pick-up time as shown on the vehicle manifest/schedule (i.e., after the close of the pick-up window.)
  - **Productivity:** The District goal is to have all routes be as productive and safe as possible with the minimum standard of productivity being 1.6. The Contractor shall schedule all routes in a manner to be as productive as possible. A penalty of \$300 will be assessed if the Contractor falls below the 1.6 productivity minimum standard during the calendar month.
- **Missed trip:** A missed trip will be categorized as those trips missed when the vehicle does not show up for a scheduled passenger or when the vehicles arrives after the scheduled pickup window and the passenger is not there or refuses a ride.
  - The Contractor is expected to miss zero (0) percent of all trips. The penalty will be \$50 for each missed trip and the missed trip count will include trips cancelled by the passenger due to lateness.
  - Scheduled service requests that are not performed due to inclement weather or vehicle incident will not be recorded as a missed trip. Contractor is expected to document the circumstances that resulted in a trip not being performed as scheduled.
  - Trips that take place where the driver arrives after the pickup window and the rider accepts the ride should be classified as a late trip. In this occurrence the contractor will not be charged the missed trip penalty.
- **Failure to Pullout a Route On-Time:** Failure to pullout a route by the time indicated on the manifest will result in a penalty of \$100 per incident.

### C. TRIP DENIALS

Should the Contractor be unable to accommodate a passenger's requested time for an ADA eligible trip, the Contractor may negotiate pick up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip to begin more than one hour before or after the individual's requested departure time. All trip requests that the Contractor is unable to honor within the one hour negotiation window must be recorded as a denial and reported to the District monthly. Even if the passenger accepts the time change and service is provided, any trip that cannot be scheduled within the one hour window, must be tracked as a denial. If only one leg of a round trip request can be reserved, and the individual declines the trip, it should be recorded as two denials.

If the passenger refuses an alternate time that is within the one-hour window, it is not a denial for the purposes of ADA compliance.

The District's expectation is zero (0) denials as per federal regulation 49 C.F.R. § 37.131(f)(3)(i)(B).



#### **D. SERVICE DELIVERY**

- **Dwell Time:** Drivers are expected to wait 5 minutes for passengers to appear before calling dispatch. A penalty of \$50 per instance will be charged for failure to wait at least 5 minutes.
- **Door to Door:** Drivers are required to provide door to door assistance. A penalty of \$300 will be assessed for each failure to provide required assistance.
- **Improper drop off:** Drivers are required to deliver passengers to the appropriate address. A penalty of \$300 will be charged for every instance of dropping a passenger at the wrong address.
- **Improper pick up:** Drivers that pick up the incorrect passenger due to error, not checking the manifest, or not asking for the passenger's name subject to \$300 penalty.
- **Not in the Service Area (NISA) Trips:** Trips that are performed NISA will be charged \$100 for the first trip and \$50 for all other occurrences with the same passenger (not to exceed \$1,000).
- **Safety Equipment:** Missing or damaged mandatory safety equipment including safety straps within vehicles are subject to a \$50 penalty per trip.
- **Proper Securement:** Drivers that fail to properly secure a mobility device will be assessed a \$500 penalty.
- **Uniform:** Contractor will be assessed a penalty of \$25 for each occurrence that a driver fails to wear properly issued uniforms while on duty.
- **Dirty Vehicle:** Contractor will be assessed a penalty of \$25 for each occurrence of a verified complaint of a dirty vehicle.

#### **E. EXCESSIVE TRIP LENGTH**

- Paratransit passengers' ride time on vehicle must not be excessive. Ride time shall be defined as the length of time a passenger is on board a vehicle from the time of the actual pick up to the actual drop off time. Excessive ride length is defined as ride length that is unreasonably longer than a fixed route trip to and from the same origin and destination at the same time of day. (Reference GHTD Policy #46, Riders Trip Length on vehicle). A penalty of \$100 will be charged for every instance an excessive ride time trip occurs.

#### **F. REPORTS**

- **Monthly reports and invoices:** must be at the District no later than the 10th calendar day after the reporting period. The Contractor is not to falsify data. If the Contractor fails to meet the standard for timely submission of reports for three (3) consecutive months, the Contractor is in breach of its contract with the District and is subject to the default provisions of the Contract. Any information reported differently from authorized observers or trips have not been taken yet reported as such shall be grounds for immediate termination of contract.
- **Late submission penalty:** For every business day that the Contractor is late in submitting monthly invoice(s) and/or other requested reports deliverable under this agreement, the Contractor will be charged a \$25 penalty per report per business day.
- **Verifiable billing information:** It is the Contractor's responsibility to ensure the validity of all system data through the final trip edit/audit process. Failure to meet the accuracy standards on a monthly basis will result in a penalty of \$5,000 and an assessment of \$1,000.00 per month for any additional month.

#### **G. CUSTOMER SERVICE**

- **Complaints:** The Contractor is expected to be charged with no more than two and a half (2.5) valid complaints per one thousand (1,000) trips provided. Complaints will be tallied each month indicating the total number of valid complaints. Penalty: \$250 when monthly complaints exceeding 2.6 per 1000.
- **Employees:** If the Contractor permits any employee who is the subject of five (5) or more valid customer complaints during any consecutive three (3) month period, to remain in a public contact position for paratransit services, the District shall assess a penalty of \$50.00 per day for every day that the employee remains in contact with passengers without documented sensitivity training.

## **H. STAFFING**

Providing for requirements outlined in this RFP, the Contractor shall be required to fill a key personnel position within thirty (30) days of the date of vacancy of the position. The vacancy may be temporarily filled, if necessary, with an interim individual whose qualifications meet the requirements of the position while a more extensive search is conducted. Failure to provide a replacement for a key personnel position(s) within 30 days shall result in a deduction of the salary and benefits of the individual(s) plus \$100.00 per day that the position(s) remains unfilled. If any of these positions are not filled thirty (30) days prior to the start of service, the liquidated damage will be the salary and benefits for each position and an additional twenty-five (25%) penalty.

Based upon the staffing plan provided by the Contractor, the Contractor shall be required to fill all non-key personnel position within thirty (30) days of the date of vacancy of the position.

## **I. PREVENTABLE ACCIDENTS**

The Contractor is expected to have no more than one (1) preventable accident per one hundred thousand (100,000) miles of revenue service. Preventable accidents shall not exceed five (5) per calendar quarter.

## **J. ROAD CALLS**

The Contractor is expected to have no more than one (1) road call per ten thousand (10,000) miles of revenue service.

***EXHIBIT H – GENERAL INFORMATION FORM***

**General Information Form**

Name of Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in business providing Paratransit Services: \_\_\_\_\_

Company Federal Taxpayer Identification Number \_\_\_\_\_

Organization is (check one):

- Corporation       Partnership       Association  
 Joint Venture       Sole Proprietorship       Public Agency  
 Quasi-Public Agency       Other: (Explain): \_\_\_\_\_

Organization is (check all that apply):

- DBE       SBE       MBE

If the organization is a corporation indicate the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

If the organization is an individual or a partnership indicate the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: \_\_\_\_\_

\_\_\_\_\_

Officer responsible for Contract Performance: \_\_\_\_\_  
\_\_\_\_\_

**Acknowledgment of received Addenda No(s):** \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated February 10, 2020. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

***EXHIBIT I – REQUIRED CERTIFICATIONS***

## Certification of Eligibility

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

**(Check One)**

\_\_\_\_\_ I DO CERTIFY

\_\_\_\_\_ I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify (Name and title of Official)

On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of Authorized representative \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

## TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the District and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation {hereinafter, "USDOT11"}, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

**Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

**Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company  
Name \_\_\_\_\_

(if applicable, include d/b/a)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

**CERTIFICATION FOR SMALL BUSINESS ENTERPRISE**

It is the policy of the Department of Transportation that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State funds under this agreement. Consequently, the Special Provisions requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations apply to this agreement.

The supplier or Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The Contractor hereby agrees to subcontract a minimum of \_\_\_\_\_% of the contract to small business enterprises.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated in the form.

**SBE LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of SBE firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Description of work to be performed by SBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

**Affirmation**

The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is SBE certified to perform the specific trades.

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Date: \_\_\_\_\_

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **CONNECTICUT REQUIRED CERTIFICATIONS**

All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

Gift Certification – Form 1

Certification of State Agency Official or Employee Authorized to Execute Contract – Form 3

Consulting Agreement Affidavit – Form 5

Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

***EXHIBIT J – COST PROPOSAL FORM***



**COST PROPOSAL: DETAIL FORM**

**ADA OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD, CT 06108**

**Year 1 - FY 2021 October 1, 2020 - September 30, 2021)**

A separate detail form is to be completed for each of the five years of the contract term

FIXED RATE FEES	ITEMIZED COSTS
<b>Management Staff Salaries</b>	\$
<b>Management Staff Benefits</b>	\$
<b>Administrative Staff Salaries</b>	\$
<b>Administrative Staff Benefits</b>	\$
<b>Management Fees</b>	\$
<b>Non-Vehicle Related Insurance</b>	\$
<b>Other Costs (Provide Details)</b>	\$
<b>TOTAL (of above lines)</b>	\$
<b>MONTHLY FEE (Total divided by 12 months)</b>	\$
VARIABLE RATE FEES	ITEMIZED COSTS
<b>Labor Costs</b>	
Vehicle Operators	
Dispatchers	\$
Reservationists	\$
Schedulers	\$
Supervisors	\$
Building/Grounds Custodian	\$
<b>Preventive Maintenance Costs</b>	
Mechanics Labor	\$
Parts & Admin Clerk Labor	\$
Fuelers/Cleaners/Utility Labor	\$
Parts/Lube	\$
<b>Employee Benefits</b>	\$
<b>Vehicle Insurance</b>	\$
<b>Administrative Costs</b>	\$
<b>TOTAL VARIABLE COSTS</b>	\$
<b>SERVICE HOUR RATE (Total divided by 350,000)</b>	\$
<b>NON-PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$

*\*Please add an additional page to outline any "other costs" if necessary.*

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The Proposer certifies that the proposed rates have been derived after careful and thorough examination of GHTD RFP #10-020. The District may request a detailed cost breakdown for each of the contract years which includes the methodology and all of the assumptions used to arrive at the proposed rates.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Proposers Legal Name

**COST PROPOSAL: DETAIL FORM**

**ADA OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD, CT 06108**

**Year 2 - FY 2022 (October 1, 2021 - September 30, 2022)**

A separate detail form is to be completed for each of the five years of the contract term

FIXED RATE FEES	ITEMIZED COSTS
Management Staff Salaries	\$
Management Staff Benefits	\$
Administrative Staff Salaries	\$
Administrative Staff Benefits	\$
Management Fees	\$
Non-Vehicle Related Insurance	\$
Other Costs (Provide Details)	\$
<b>TOTAL (of above lines)</b>	\$
<b>MONTHLY FEE (Total divided by 12 months)</b>	\$
VARIABLE RATE FEES	ITEMIZED COSTS
<b>Labor Costs</b>	
Vehicle Operators	
Dispatchers	\$
Reservationists	\$
Schedulers	\$
Supervisors	\$
Building/Grounds Custodian	\$
<b>Preventive Maintenance Costs</b>	
Mechanics Labor	\$
Parts & Admin Clerk Labor	\$
Fuelers/Cleaners/Utility Labor	\$
Parts/Lube	\$
<b>Employee Benefits</b>	\$
<b>Vehicle Insurance</b>	\$
<b>Administrative Costs</b>	\$
<b>TOTAL VARIABLE COSTS</b>	\$
<b>SERVICE HOUR RATE (Total divided by 357,000)</b>	\$
<b>NON-PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$

*\*Please add an additional page to outline any "other costs" if necessary.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**COST PROPOSAL: DETAIL FORM**

**ADA OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD, CT 06108**

**Year 3 - FY 2023 (October 1, 2022 - September 30, 2023)**

A separate detail form is to be completed for each of the five years of the contract term

FIXED RATE FEES	ITEMIZED COSTS
Management Staff Salaries	\$
Management Staff Benefits	\$
Administrative Staff Salaries	\$
Administrative Staff Benefits	\$
Management Fees	\$
Non-Vehicle Related Insurance	\$
Other Costs (Provide Details)	\$
<b>TOTAL (of above lines)</b>	\$
<b>MONTHLY FEE (Total divided by 12 months)</b>	\$
VARIABLE RATE FEES	ITEMIZED COSTS
<b>Labor Costs</b>	
Vehicle Operators	
Dispatchers	\$
Reservationists	\$
Schedulers	\$
Supervisors	\$
Building/Grounds Custodian	\$
<b>Preventive Maintenance Costs</b>	
Mechanics Labor	\$
Parts & Admin Clerk Labor	\$
Fuelers/Cleaners/Utility Labor	\$
Parts/Lube	\$
<b>Employee Benefits</b>	\$
<b>Vehicle Insurance</b>	\$
<b>Administrative Costs</b>	\$
<b>TOTAL VARIABLE COSTS</b>	\$
<b>SERVICE HOUR RATE (Total divided by 364,140)</b>	\$
<b>NON-PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$

*\*Please add an additional page to outline any "other costs" if necessary.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**COST PROPOSAL: DETAIL FORM**

**ADA OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD, CT 06108**

**Year 4 - FY 2024 (October 1, 2023 - September 30, 2024)**

A separate detail form is to be completed for each of the five years of the contract term

FIXED RATE FEES	ITEMIZED COSTS
Management Staff Salaries	\$
Management Staff Benefits	\$
Administrative Staff Salaries	\$
Administrative Staff Benefits	\$
Management Fees	\$
Non-Vehicle Related Insurance	\$
Other Costs (Provide Details)	\$
<b>TOTAL (of above lines)</b>	\$
<b>MONTHLY FEE (Total divided by 12 months)</b>	\$
VARIABLE RATE FEES	ITEMIZED COSTS
<b>Labor Costs</b>	
Vehicle Operators	
Dispatchers	\$
Reservationists	\$
Schedulers	\$
Supervisors	\$
Building/Grounds Custodian	\$
<b>Preventive Maintenance Costs</b>	
Mechanics Labor	\$
Parts & Admin Clerk Labor	\$
Fuelers/Cleaners/Utility Labor	\$
Parts/Lube	\$
<b>Employee Benefits</b>	\$
<b>Vehicle Insurance</b>	\$
<b>Administrative Costs</b>	\$
<b>TOTAL VARIABLE COSTS</b>	\$
<b>SERVICE HOUR RATE (Total divided by 371,423)</b>	\$
<b>NON-PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$

*\*Please add an additional page to outline any "other costs" if necessary.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**COST PROPOSAL: DETAIL FORM**

**ADA OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD, CT 06108**

**Year 5 - FY 2025 (October 1, 2024 - September 30, 2025)**

A separate detail form is to be completed for each of the five years of the contract term

FIXED RATE FEES	ITEMIZED COSTS
<b>Management Staff Salaries</b>	\$
<b>Management Staff Benefits</b>	\$
<b>Administrative Staff Salaries</b>	\$
<b>Administrative Staff Benefits</b>	\$
<b>Management Fees</b>	\$
<b>Non-Vehicle Related Insurance</b>	\$
<b>Other Costs (Provide Details)</b>	\$
<b>TOTAL (of above lines)</b>	\$
<b>MONTHLY FEE (Total divided by 12 months)</b>	\$
VARIABLE RATE FEES	ITEMIZED COSTS
<b>Labor Costs</b>	
Vehicle Operators	
Dispatchers	\$
Reservationists	\$
Schedulers	\$
Supervisors	\$
Building/Grounds Custodian	\$
<b>Preventive Maintenance Costs</b>	
Mechanics Labor	\$
Parts & Admin Clerk Labor	\$
Fuelers/Cleaners/Utility Labor	\$
Parts/Lube	\$
<b>Employee Benefits</b>	\$
<b>Vehicle Insurance</b>	\$
<b>Administrative Costs</b>	\$
<b>TOTAL VARIABLE COSTS</b>	\$
<b>SERVICE HOUR RATE (Total divided by 378,851)</b>	\$
<b>NON-PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$

*\*Please add an additional page to outline any "other costs" if necessary.*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***EXHIBIT K – CONTRACT***

**AGREEMENT  
GHTD-RFP #10-020**

**AN AGREEMENT BETWEEN  
THE GREATER HARTFORD TRANSIT DISTRICT  
AND  
XXXXXX**

THIS AGREEMENT is made by the **GREATER HARTFORD TRANSIT DISTRICT** (the "District"), a municipal corporation formed under the provisions of Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended, having its principal place of business at One Union Place, Hartford, Connecticut 06103, acting herein by Vicki L. Shotland, its Executive Director, who is duly authorized to execute this Agreement by the District's Board of Directors, and **XXXXX**, (the "Operator"), acting herein by XXXX, its [President], who is duly authorized to execute this Agreement.

**IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Agreement Commencement and Term**

This Agreement will commence on **October 1, 2020** and will continue through **September 30, 2023** (the "Initial Term"). The District shall have the option, to extend the term of this Agreement for two (2) additional periods of one (1) year (each a "Renewal Term"), for a maximum term equal to five (5) years, which Renewal Term shall commence on the date immediately succeeding the last day of the Initial Term or the first Renewal Term, as the case may be. This Agreement will continue in full force and effect during the Initial Term, and during any Renewal Term or Carry Over Term (hereinafter defined) thereafter, unless terminated earlier as herein provided. The District may exercise its renewal option, by notifying Operator of its decision in writing at least sixty (60) calendar days prior to the end of the Initial Term or the first Renewal Term, as the case may be. A prerequisite to any option period will be a price analysis and justification to determine reasonableness of price. During the Renewal Term, all provisions of this Agreement will remain in full force and effect, other than the term and the Cost Proposal for Transit Services (hereinafter defined). Operator's general manager and all other staff must be available for observation of the District's current operation by **September 1, 2020**.

**2. Operator's Obligations**

The Operator shall be responsible for properly providing the Paratransit Services (hereinafter defined) in adherence to the District's Request for Proposals GHTD-RFP #10-020 dated May 1, 2020, including any and all addenda thereto (collectively, the "RFP"), as contained in the Operator's Proposal (the "Proposal") in response to the RFP, and as negotiated by both parties, all documents and attachments thereto are incorporated herein in their entirety by reference and are part of this Agreement (the "Contract Documents").

**3. Maximum Amount of Agreement**

The initial, first year monthly fee amount for this Agreement shall not exceed XXXXXXXX (\$XXXX), the service hourly rate amount of this Agreement shall not exceed XXXXXXXX (\$XX) and the first year non-preventive maintenance hourly rate amount for this Agreement shall not exceed XXXXXXX (\$XXX). The cost of the service shall be in accordance with **Exhibit A** "Cost Proposal for Paratransit Services" from the Operator's Proposal and as agreed upon through negotiations.

**4. Subject to Financial Assistance**

The items described in this Agreement, the RFP and the Proposal are to be purchased in large part with the assistance of grants from the State of Connecticut Department of Transportation ("ConnDOT") and the Federal Transit Administration ("FTA") and various municipalities. The



award and continuation of this Agreement is subject to a certain financial assistance agreement between the District and the U.S. Department of Transportation and/or the Connecticut Department of Transportation and/or any of the District's funding sources.

This Agreement is subject to annual reauthorization of District funding. In addition, the Operator shall be subject to all terms and conditions of any and all agreements between the District and any of its funding sources. This Agreement is subject to all provisions prescribed for third party contracts by the Federal Transit Administration Master Agreement then in effect (the "Master Agreement"), which is incorporated by reference, including but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as **Exhibit B** and made a part hereof. This Agreement is subject to all provisions of the Connecticut Required Contract/Agreement including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference and attached hereto as **Exhibit C** and made a part hereof, and all requirements upon consultants and contractors of the District (designated as the "Second Party" under such agreements) set forth in said provisions shall be deemed requirements upon the Operator hereunder. In any event, the Operator shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said provisions.

## **5. The District's Responsibilities**

The District will reimburse the Operator for the provision of the "Services", as defined in the RFP, and the Operator's Proposal. The District will also provide administrative and financial overview of the provision of the Services insuring that the interests of ConnDOT, FTA, and participating municipalities are maintained and preserved.

## **6. Law and Venue**

The laws of the State of Connecticut shall govern the validity, construction and performance of this Agreement, without regard to conflicts of law. Both parties irrevocably and unconditionally agree that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions in any forum other than the United States District Court, District of Connecticut or the courts of the State of Connecticut, sitting in Hartford.

## **7. Required Annual Certifications**

Additionally the Operator shall submit the certifications contained in **Exhibit I** of the RFP on an annual basis.

## **8. Ineligible Offeror**

By executing this Agreement, the Operator certifies that it is not on state, federal or local agency lists of ineligible operators.

## **9. Indemnity and Insurance and Safety and Risk Management**

### **A. Insurance.**

The Operator shall be responsible for oversight of risk management functions, including all aspects of training.

The Operator shall, at its sole cost and expense, maintain the following insurance in full force and effect during the term of services provided by the Operator under this procurement:

### **Workers' Compensation and Employers Liability:**

- Statutory workers compensation insurance in accordance with the laws of the State of Connecticut
- Employers liability insurance with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit

**Broad Form Commercial General Liability Insurance to include:**

- Premises/operations,
- Contractual liability,
- Personal and advertising injury and death,
- Products liability/completed operations, and
- Property damage,

with the following minimum limits of liability, and no general aggregate:

- \$10,000,000 -- Per occurrence
- \$10,000,000 - Damage to Premises
- \$10,000,000 - Products liability/completed operations aggregate
- \$10,000,000 – Personal & Advertising Injury
- \$10,000,000 -- Combined single limit per occurrence

**Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, and to include “door-to-door service” as described in the RFP.** The minimum liability limits will be:

- \$10,000,000 -- per occurrence for bodily injury
- \$10,000,000 – per person for bodily injury
- \$10,000,000 - per occurrence for Property Damage
- \$10,000,000 -- Combined single limit

Such coverage shall also include automobile collision and comprehensive coverage equal to the full replacement value of each District vehicle, and such coverage shall not include an annual aggregate.

**Fidelity bond coverage.** In an amount of not less than \$500,000 to protect against employee theft or fraud regarding funds or tangible or intangible property

The Operator will be responsible for paying all increases in vehicle insurance costs due to a poor loss record during the term of procured service.

The District reserves the right to increase the amount or types of coverage after written notice to the Operator at any time. In any event, at a minimum, such insurance coverage shall comply with statutory and regulatory requirements. Any variances from the required types and minimum amounts of insurance coverage shall be considered by the District upon written request from the Operator explaining the reasons therefore, but shall not be implemented without the prior written approval of the District, which may be withheld in its sole and absolute discretion. All deductibles shall be subject to the prior written approval of the District, and all deductibles shall be the responsibility of the Operator.

All policies of insurance required hereunder shall name the District, the State of Connecticut, the Federal Transit Administration, each participating municipality in the District and such other persons or entities designated by the District, as an additional insured (except the workers' compensation) for the Operator's full limits of coverage.

Each insurance policy required hereunder shall be endorsed as follows: (1) the insurer waives the right of subrogation against the additional insureds, their officials, officers, employees, agents and representatives, (2) except for workers' compensation facilities, the policies shall be

primary and non-contributing with any insurance that may be carried by the additional insureds (including any self-insured retention); (3) the policies may not be canceled or materially changed (which shall include, without limitation, any reduction in scope of coverage or limits) except after thirty (30) calendar days' (ten (10) calendar days for non-payment) prior written notice by the insurer to the District, and (4) ) no act or negligence of the Operator, or anyone acting for the Operator, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Such insurance shall protect the District, the State of Connecticut, the Federal Transit Administration and each participating municipality in the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the project equipment for the purposes of the Paratransit Services and for any other purpose. The District does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect Operator. It is the sole responsibility of Operator to determine the need for and to procure additional coverage which may be needed in connection with this Agreement.

Operator's failure to procure or maintain required insurance will constitute a material breach of this Agreement.

Operator waives all rights of subrogation against the District that might arise by reason of any payment under any policy required by this Agreement.

All insurance is subject to review by an insurance consultant chosen by the District in the event the District deems it necessary. Within ten (10) business days following the District's written demand, the Operator will deliver to the District certified copies of all insurance policies evidencing the coverage required herein.

All insurance required above shall be on an occurrence basis, obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. and each as approved by the District. Prior to commencing any work under this Agreement and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Operator shall deliver to the District certificates of insurance evidencing the required coverage and naming the District, the State of Connecticut, the Federal Transit Administration, each participating municipality in the District and such other persons or entities designated by the District as additional insureds. The form of certificate shall be an Acord 25 Form unless otherwise approved by the District. If the Operator engages any subcontractor to perform any of its obligations under this Agreement, the Operator shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

No project equipment shall be operated by the Operator until the Operator has delivered to the District the above described certificates of insurance. Furthermore, at least fifteen (15) days prior to the annual renewal of the motor vehicle registration applicable to any project equipment, the Operator shall submit to the District a certificate of insurance for such project equipment evidencing the coverage required hereunder.

This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Operator shall pay the District for all costs of such insurance.

#### **B. Performance Bond**

Upon execution of this Agreement, Operator shall furnish at its sole cost and expense a performance bond in a form satisfactory to the District as a guarantee of good faith that Operator will comply with the terms of this Agreement. The performance bond shall be in the amount of \$500,000 and shall be issued by an insurer authorized to transact surety business within the State of Connecticut and who is satisfactory to the District. The performance bond shall remain in full force and effect for the entire term of this Agreement, including any extension or renewal terms if exercised by the District. The Operator submitting a proposal in response to the RFP must include with its proposal a letter from a surety providing evidence that such Operator has the ability to obtain the required performance bond.

#### **C. Indemnification and Hold Harmless**

To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the District and its respective members, officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages) (collectively, "Losses"), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Operator's services under this Agreement whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence or willful misconduct of the Operator or any entity for which it is legally responsible or vicariously liable and regardless whether the claim is presented by an employee of Operator. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Operator or the rights of the District contained in this Agreement or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Operator under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Operator. This indemnification is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which extend to the Indemnified Parties. This indemnification shall survive the completion of the Operator's services or the termination of this Agreement.

#### **10. Performance Standards and Penalties**

The RFP and **Exhibit G** "Service Policies and Penalties" attached thereto, provide for performance standards and for the assessment of penalties where certain performance standards are not met. Operator agrees that failure to meet the performance standards will diminish the quality, utility and value of the service for which the District has agreed, and that both the District and its riders will suffer actual damage as a result thereof. The Operator further agrees that the amount of the penalties specified in the RFP are conscionable and reasonably related to the damage actually suffered and will be paid by the Operator.

#### **11. Interpretation of Language**

Should any question arise as to the interpretation of any language or clause of this Agreement, the RFP or of any other Agreement document, the question shall be submitted to the District's Executive Director or designee, who shall interpret the language. The District's Executive Director's decision shall be final.

#### **12. Agreement Changes**

The District may, at any time, by a written order, and without notice to the Operator make changes within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the cost of Services and this Agreement shall be modified in writing accordingly. Any claim to the District for adjustment under this clause must be asserted within 10 (ten) calendar days from the date of receipt by the Operator of the notification of change.

### **13. Severability**

If any provision of this Agreement, the RFP, its attachments or any subsequent Agreement(s) is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the RFP, its Attachments or any subsequent Agreement(s) shall not be affected thereby and shall remain in full force.

### **14. Audit and Inspection of Records**

The Operator agrees that the District or its designee, the Comptroller General of the United States, The State of Connecticut, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project in any way. Further, Operator agrees to maintain all required records for at least three years after the District makes final payments on this Agreement after all other pending matters are closed. The Operator shall permit and allow any and all authorized District employees or representatives to enter upon any part of the Operator's property, facilities, or vehicles for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Paratransit Service. No notice shall be required for inspections to be conducted by the District. The District shall have the sole right to determine when, where and under what conditions service inspections are to be carried out. The Operator shall instruct its drivers to permit duly authorized employees or representatives of the District to have right of entry on vehicles upon showing of proper District identification.

### **15. Enforcement**

The District's failure or decision not to enforce any part of this Agreement, the RFP and/or Agreement documents does not preclude the District from such enforcement at a later date.

### **16. Independent Contractor**

Nothing in this Agreement, the Contract Documents, its attachments or any other related documents shall constitute or be construed to create a partnership or joint venture between the District and the Operator or its successors or assigns. The parties mutually agree and confirm that Operator is, and shall be at all times, an independent contractor. The Operator shall not act as or be deemed to be the legal representative of the District and it shall not have authority, apparent or actual, to bind the other.

### **17. Amendment to Conform to Laws and Regulations**

The District and its Paratransit Service are subject to the requirements of the Americans with Disabilities Act of 1990, and all implementing regulations issued thereunder (as amended, collectively the "ADA"). Under the ADA, the District has developed a plan for Paratransit Service and has submitted the plan to the FTA for review and approval. The submitted plan may be modified by FTA and approved as modified. For all these reasons the District reserves the right to modify this Agreement to conform, if necessary, to future amendments to the ADA or other statutes and/or regulations thereunder, or to the paratransit service plan developed by the District, as ultimately approved by FTA. If modifications increase Operator's costs, the District

and the Operator will in good faith negotiate a corresponding modification in the Operator's compensation.

At all times the Operator will provide service in accordance with all applicable local, state and federal laws and regulations applicable in whatever way to the operation of the Service, and pursuant to the terms of this Agreement. The District will not be responsible or liable for Operator's violations of said laws. Operator will, at its sole cost, defend, indemnify and hold harmless the District from all claim, demands, actions, or liability arising out of or resulting from Operator's failure to adhere to the terms of this Section.

#### **18. Permits and Licenses**

The Operator has all permits, licenses, certifications, authorizations and approvals required by applicable law for it to conduct its business in the State of Connecticut. Operator agrees to maintain such permits, licenses, certifications, authorizations and approvals throughout the Initial Term, as may be extended, of this Agreement.

#### **19. Competitive Procurement**

In the procurement of goods and services for use in this Project the Operator shall follow the procurement procedures of the federal government and the state.

#### **20. Carry Over Terms**

Given the necessity of ensuring continuity of service, and as further consideration for the compensation to be paid by the District to Operator for the provision of services rendered hereunder, in addition to the Renewal Term, the District shall have the option to extend the term of this Agreement for three (3) consecutive one (1) month periods after the Initial Term or Renewal Term (the "Carry Over Term"), as the case may be, upon the same terms and conditions that govern this Agreement immediately preceding such Carry Over Term. The District will notify Operator in writing of the District's intent to exercise each the Carry Over Term at least fifteen (15) calendar days before the particular month is to begin.

#### **21. Advertising**

The District may utilize the interior or exterior of District owned vehicles for the display of any written or printed advertising, promotional material, or public information notices. Operator will display only the District issued printed advertising or promotional material on either the exterior or interior of Paratransit vehicles. No other items may be displayed or suspended inside or outside of the vehicles unless approved in writing and in advance by the District, in its sole and absolute discretion.

#### **22. Safety**

Operator will comply with all Connecticut Highway Safety Regulations pertaining to inspections. The Operator will notify the Fleet Coordinator or his designee of all inspections performed by the Connecticut Department of Motor Vehicles or any other government agency and transmit results of said inspections to the District.

#### **23. Records and Reports**

Operator will prepare, maintain and submit, in a timely manner, records, reports and notices with respect to any aspect of the operation of Paratransit Service as required by the District. Unless otherwise indicated, all reports will be approved by the District, and will be submitted to the District in accordance with this Section and Section 37. Operator's failure to submit these reports may subject Operator to penalties. The Operator will be required to maintain complete and accurate books of accounts that accurately and thoroughly reflect all fares, and other revenues collected, and all expenditures made by the Operator in connection with the District's

Paratransit Service. Such records shall be submitted with monthly invoicing detailing all actual expenditures and revenues associated with this Agreement.

#### **24. Financial Records**

Operator will employ at its own cost an independent certified public accountant who will issue audited financial statements reflecting Operator's operations under this Agreement within ninety (90) calendar days of the end of District's fiscal year (July through June), and the Operator will submit copies of these audited financial statements to the District promptly upon their issuance; provided, however, that if the Operator is an entity (or is wholly owned by an entity) whose stock is traded on the New York Stock Exchange or another nationally recognized stock exchange, in lieu of such audited operations statement, Operator shall deliver to the District, within thirty (30) days after request by the District, a copy of the certified and audited financial statement of the Operator (or its parent) for the fiscal year of the Operator (or its parent) most recently ended, prepared by an independent certified public accountant; provided, further, however, that if such fiscal year ended less than 90 days prior to the District's request and such financial statement has not yet been issued, Operator shall deliver within such thirty (30) day period such financial statement for the fiscal year immediately preceding the fiscal year most recently ended, and deliver such financial statement for the fiscal year most recently ended no later than 90 days after the last day of such fiscal year.

#### **25. FTA and State Required Reports**

Operator will cooperate with the District, State and FTA in any way in order to satisfy FTA and State reporting requirements and will specifically permit "on-board" operational data sampling by the District, State or FTA employees. All of the reports will be retained by the Operator for three (3) years after the termination date of this Agreement and may be audited by the District, State and FTA at any time within this period.

#### **26. Subcontracting**

The Operator shall not subcontract any obligation it has under this Agreement without the prior written consent of the District.

#### **27. Equipment, Vehicles, Computers, Materials and Other Supplies**

Any items furnished to the Operator by the District as a part of this Agreement are for the exclusive and sole use in support of the Services Operator is to provide to the District, as provided in this Agreement and the Contract Documents. Any exceptions must have prior written approval of the District. Failure to comply with this clause may result in immediate termination of this Agreement.

#### **28. Confidentiality of Records**

At all times during the term and after the termination or expiration of this Agreement, the Operator shall hold in strict confidence and refrain from disclosing and/or using any Confidential Information (hereinafter defined) for any purpose other than performing the Services under this Agreement. All Confidential Information shall be and remain the sole property of the District. "Confidential Information" includes all non-public, confidential or proprietary information affecting and relating to the District, its business and its plans, products, assets and operations, in whatever form or medium, and any information created by the Operator based upon such Confidential Information of the District. The Confidential Information does not include information that: (a) is or becomes (through no improper disclosure, action or inaction by the Operator) generally known by the public; or (b) becomes available to for the Operator without restriction or confidentiality obligation from a source other than the District; or (c) was independently developed without use of any Confidential Information.

#### **29. Operations and Management Supervision**

The District shall have the right to monitor the performance of Operator. In addition, the District shall have the right to:

- Review and approve the personnel assigned, used and/or employed by Operator in performance of this Agreement
- Review and approve service adherence and revenue recovery procedures
- Install on the Paratransit Vehicles any accessories deemed necessary or appropriate by the District
- Establish policy and procedures which are reasonable for the operation of Paratransit Service and require manual passenger counts and /or other special counts by drivers
- Make assessments against Operator in accordance with the Service Policies Standards and Penalties section of the RFP.

### **30. Excuses from Performance**

The parties hereto will be excused from performing their respective obligations under this Agreement in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under the above paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Operator's financial inability to perform, strikes and labor disputes involving the Operator's employees shall not be considered as a reason justifying an excuse from performance.

In the event that the Operator is excused from its obligations hereunder for any of the aforementioned reasons, the District may perform all such obligations itself with its own or other personnel without liability to Operator. Further, in the event the Operator is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, the District shall have the right to immediately terminate this Agreement by giving Operator written notice thereof.

### **31. Termination**

The District, effective thirty (30) days after date of written notice, may suspend, postpone, abandon, or terminate this Agreement for any or no reason and such action shall in no event be deemed a breach of Agreement. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of Agreement when taken for cause including, but not limited to (a) the Operator's failure to render the Services under the Project to the satisfaction of the District, the FTA or ConnDOT; (b) the termination for any reason of the operating assistance agreement between the District and the ConnDOT, the FTA or any other funding source for the funding of this Project; or (c) the Operator's failure to otherwise comply with the terms of this Agreement. In the event that this Agreement is terminated for any reason whatsoever, the District reserves the right to award this Agreement to the second highest-ranking Offeror based on the original evaluations.

The District will, in the case of a termination for cause, breach or default, allow the Operator ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Operator fails to remedy to the District's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Operator or written notice from the District setting forth the nature of said breach or default, the District shall have the right to terminate this Agreement without any further obligation to Operator. Any such



termination for default shall not in any way operate to preclude the District from also pursuing all available remedies against Operator for said breach or default.

In the event that the District elects to waive its remedies for any breach by Operator of any covenant, term or condition of this Agreement, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

### **32. Media Coverage**

The Operator shall not discuss any matter related to the provisions of this Agreement or related to the Service to any media including, but not limited to: newspapers, radio stations, television stations, trade journals or at any public forum live or recorded, without express written permission of the District.

### **33. Conflict**

In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

- A. This Agreement.
- B. RFP.
- C. Response.

In all other instances where the above order of precedence does not resolve any inconsistency or conflict, the Executive Director of the District will clarify said conflict. The Executive Director's decision shall be final.

### **34. Definitions**

The terms "Offeror", "Proposer", "Respondent", "Operator", and "the Operator" and other forms of these terms refer to the entity providing services to the District in response to the RFP. The terms "Procurement" refers to the process used herein to award this Agreement under the RFP. The terms "Paratransit Service", "Service", "The Service", "Project", "the Project", "Program", "the Program" and "the District's Service" refer to the complete service for which the District expects to award this Agreement. All terms are subject to the "Interpretation of Language" section of the RFP.

### **36. Personnel and Facilities**

The Operator shall utilize its own professional staff and employees and will provide its own office and maintenance facilities to provide the Services under this Agreement. The Operator shall not be considered an agent of the District under this Agreement and any sub-Agreement or other obligation incurred by the Operator in carrying out the Services shall be an obligation of the Operator and not of the District.

### **37. Invoices/Reporting Requirements**

The Operator will submit on or before the 10th calendar day of each month, a monthly invoice for service rendered concurrently with the monthly operations and management reports as required by the District. The invoice will include, as attachments, copies of all required materials as described in the RFP and the Proposal and other supporting documents as may be required by the District. The RFP includes mandatory monthly reporting requirements. The Operator shall report, at a minimum:

- Total monthly trips
- Total passengers and passenger miles
- Total monthly service hours
- Total monthly vehicle miles

- Summary of rider complaints and their resolution
- On-time performance
- Cash fare and ticket collection reconciliation

Additional reporting requirements may be added. The District shall pay in accordance with the number of service hours successfully completed during the accounting period after such adjustment the District may make in accordance with the provisions of this procurement.

Service Hours are calculated from the time a vehicle leaves the base facility until the time it returns to the storage yard at the end of the day minus any gap greater than thirty (30) minutes.

All records related to the monthly billing are subject to audit by the District, the State of Connecticut, and the Federal Transit Administration, and/or any of the District's funding sources or any District designee. Invoices submitted without proper records shall not be accepted or paid.

The District will deduct from amounts otherwise owed to Operator an amount equal to assessments imposed by the District on the Operator, as described in the "Service Performance Standards and Penalties" section of the RFP, plus any other amounts the District may be entitled to deduct under the provisions of this procurement. Payment will be made within one hundred and twenty (120) calendar days following receipt of an invoice.

The Operator shall take notice that the time required to receive funding from the District's funding sources is beyond the District's control and is sometimes delayed longer than ninety (90) days. The District will make every effort to compensate the Operator on a timely manner. However, the District will in no way compensate the Operator for any additional costs or fees related to delays in payments or pay any interest on outstanding invoices.

Each voucher submitted by the Operator to the District for payment shall be certified by an authorized official of the Operator, attesting to the accuracy of said voucher based on his/her examination of supporting records pertaining to said voucher and prepared in accordance with this Agreement.

The Operator shall certify in its voucher the actual costs incurred to date. The Operator is solely responsible for the certification of all costs. The District shall be saved harmless in the event that any party challenges the certification, including ConnDOT, FTA, any auditor, or the District.

Accounting records shall be maintained in accordance with Sections 8 and 9 of the Master Agreement between the Greater Hartford Transit District and the Federal Transit Administration.

### **38. Ownership of Records and Data**

The District retains unconditional ownership of all documents, data, information, reports or other materials produced under this Agreement. The ownership of all capital equipment, non-capital data, materials and plans purchased or otherwise prepared under this Agreement shall be vested in and delivered to the District. All reports shall be delivered to the District for review prior to publication.

The following statement will appear on the cover or the title page of any published report under the terms of this Agreement:

***"Prepared in cooperation with the Greater Hartford Transit District, the Connecticut State Department of Transportation, and the U. S. Department of Transportation, Federal Transit Administration."***

However, in the event that the District, ConnDOT, and/or FTA does not wish to subscribe to the findings or conclusions of a publication prepared by the Operator and submitted to the District for review, said publication shall include on the front piece the following statement:

***"The opinions, findings, and conclusions expressed in this publication are those of OPERATOR and do not necessarily reflect the official views or policies of the Greater Hartford Transit District, the Connecticut Department of Transportation and the Federal Transit Administration."***

### **39. Fueling Operations.**

#### **A. Ownership of the Fueling Station.**

The District shall provide Operator with a 10,000 gallon above-ground diesel fuel tank (the "**Fuel Tank**"), fuel pump, lines and related facilities (collectively, the "**Fueling Station**") for use by the Operator at the operations site for the Paratransit Services located at 148 Roberts Street, East Hartford, Connecticut (as it may be expanded from time to time, the "**Site**"). At all times the District shall be deemed to be the owner of the Fueling Station and Operator shall have no rights of ownership therein.

#### **B. Operation of the Site.**

The Operator shall be solely responsible for assuring that the Site is operated and maintained in compliance with all applicable statutes, codes and regulations, including without limitation the General Stormwater Permit (as hereinafter defined) and any and all licenses, permits and approvals relating to the operation of the Site, including all equipment, structures, systems, and materials at the Site, as now or hereafter in effect. The Operator shall ensure that all persons who add and remove fuel from the Fuel Tank or the Emergency Generator Tank (as hereinafter defined) shall be properly trained in the operation of the Fuel Tank, fuel pump and Emergency Generator System (as hereinafter defined), and in the immediate response to the release of any petroleum product at the Site in connection with the operation of the Fueling Station, the Emergency Generator System or otherwise. The Operator shall ensure that proper petroleum spill containment equipment is available in the immediate vicinity of the Fueling Station and in the immediate vicinity of the 600 gallon above-ground diesel fuel tank (the "**Emergency Generator Tank**") serving the emergency generator (said emergency generator, together with the Emergency Generator Tank, lines and related facilities, the "**Emergency Generator System**"), and as otherwise required in accordance with the General Stormwater Permit, the SWPPP Plan and SPCC Plan (each as hereinafter defined), and that all containment structures at the Site shall be maintained in a clean condition and all fluids that collect therein shall be removed on a regular basis in accordance with applicable statutes, codes and regulations.

#### **C. Release Reporting, Investigation, Remediation and Waste Generation.**

The Operator shall be responsible, as generator, for the proper management and disposal, in accordance with all applicable statutes, codes and regulations, of any and all waste generated in connection with the operation of the Site, including without limitation the generation of solid waste, hazardous waste, regulated waste, and waste petroleum products and mixtures at the Site. The Operator shall be responsible for required reporting of all releases of petroleum and other hazardous materials at the Site, including without limitation the Fueling Station, Emergency Generator System, the oil and water separator and related facilities (the "**Separator**") and/or the transformer, engine oil, gear oil, and automatic transmission fluid tanks and related facilities (collectively, the "**Additional Fluid Containers**"), to state and federal authorities in compliance with all applicable statutes, codes and regulations. In addition, the Operator shall promptly report all such releases in writing to the District. The Operator, at its sole cost and expense, shall promptly investigate, remediate and monitor any release of hazardous materials at and from the Site, including the release of petroleum from the Fuel Tank, lines, and pumps, the Separator, the Emergency Generator System and/or the Additional Fluid Containers, at and from the Site and shall remediate and remove any such release in compliance with all applicable statutes, codes and regulations and to conditions that existed at the Site immediately prior to the release. At the

request of the District, the Operator shall provide the District with copies of all reports, data, information and documents concerning the operation and maintenance of the Site, including without limitation the Fueling Station, the Separator, the Emergency Generator System and/or the Additional Fluid Containers, and the investigation, remediation and monitoring of any releases of hazardous materials, including petroleum, at and from the Site.

**D. Indemnification.**

Without limiting the scope or extent of Section 9 of this Agreement, the Operator shall indemnify, and hold the Indemnified Parties harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including but not limited to death, emotional or mental distress and loss of consortium), property damage, and/or damage to natural resources, which may arise or be alleged to have arisen in any way from Operator's failure to comply with its obligations in this Section 39. Operator's obligation to defend the Indemnified Parties as set forth in Section 9 of this Agreement shall apply to Operator's obligations set forth in this Section 39. Operator's obligations and duties as set forth in this Section 39 shall be in force and apply to Operator's acts, omissions, or failures to act of any kind, whether negligent, the result of Operator's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Operator (including the Indemnified Parties) caused or contributed to the Losses, injuries or damages claimed. However, if a court of law determines that parties other than Operator, its contractors or employees caused or contributed to any such Losses, injuries or damages, liability with respect to same will be determined and defined pursuant to applicable principles of law and equity.

**E. General Stormwater Permit, Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasures Plan.**

Without limiting the scope or extent of Paragraph C of this Section 39, the Operator shall be responsible for operating the Site in accordance with the Connecticut Department of Energy and Environmental Protection General Permit for the Discharge of Stormwater Associated with Industrial Activity effective October 1, 2016 (the "**General Stormwater Permit**"), the Site Stormwater Pollution Prevention Plan dated May 2017, as amended July 2017, prepared by Comprehensive Environmental, Inc. (the "**SWPP Plan**") and the Site Spill Prevention Control and Countermeasure Plan dated June 2017, as amended July 2017, prepared by Comprehensive Environmental, Inc. (the "**SPCC Plan**"), as they may be further amended from time to time, and for implementing, maintaining and enforcing the requirements of the General Stormwater Permit, the SWPP Plan and the SPCC Plan, including without limitation best management practices, corrective actions, spill response, reporting, inspections, recordkeeping, training and maintenance of stormwater and spill control measures; provided, however, that (a) the District shall be responsible for contracting directly with a third party to perform the sweeping of impervious parking areas and vacuuming of pervious parking areas in accordance with the SWPP Plan, and (b) following the submission by Operator to the District of any periodic stormwater discharge monitoring reports and other periodic filings required to be filed with the Connecticut Department of Energy and Environmental Protection pursuant to the General Stormwater Permit, and the approval thereof by the District, the District shall be responsible for ensuring that such reports are so filed.

**F. Transfer Act.**

The Operator shall not use or operate the Site or any portion thereof, or permit the Site or any portion of the Site to be used or operated, in any manner that would render the Site or any portion thereof an "establishment" as now or hereafter defined in the Connecticut Transfer Act, Conn. Gen. Stat. §§ 22a-134 *et seq.*

**G. Records.**

All records, reports, data, information, notices and documents prepared by or on behalf of, or received by, the Operator hereunder remain the property of the District, shall be maintained by the Operator during the term of this Agreement and shall be delivered to the District upon the

expiration or earlier termination of this Agreement. Any report or notice delivered to DEEP or any other governmental authority in the performance of the Operator's obligations hereunder shall be subject to the prior approval of the District, which approval shall not be unreasonably withheld.

#### **40. Successors and Assigns**

The District and the Operator each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Operator shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

#### **41. This Agreement; Counterparts.**

This Agreement consists of (1) the District's Request for Proposal GHTD #10-020 and all addenda to the RFP issued by the District; (2) the Operator's Proposal dated XXXXXX; (3) the provisions of any grant contracts between the State of Connecticut and the District with respect to the Project and any amendments thereto; and (4) any other provisions referred to in this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **Extent of Agreement**

This Agreement represents the entire and integrated Agreement between the District and the Operator and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Operator.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES:

**GREATER HARTFORD TRANSIT DISTRICT**

\_\_\_\_\_  
Vicki L. Shotland, Executive Director

\_\_\_\_\_  
Date

WITNESSES:

**XXXXXX**

\_\_\_\_\_  
XXXXXXXX, [President]

\_\_\_\_\_  
Date

**EXHIBIT A**

**COST PROPOSAL FOR PARATRANSIT SERVICES**

**EXHIBIT B**  
**FEDERALLY REQUIRED CONTRACT CLAUSES**



**EXHIBIT C**  
**CONNECTICUT REQUIRED CONTRACT PROVISIONS**